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ABSTRACT

The collective bargaining agreement between the Massachusetts Board of Regents of Higher Education and the Massachusetts Teachers Association Chapter (1,747 members) of the National Education Association covering the period July 1, 1983-June 30, 1986 is presented. Items covered in the agreement include: definitions and unit recognition; paid and unpaid leaves of absence; insurance; travel expenses; tuition waiver; holidays; academic freedom and responsibility; department head selection and responsibilities; membership and responsibilities of the All-College committee; the college president's role; college committees; the student government association; staff performance evaluation; tenure; retrenchment and financial exigency; rights of retrenched staff; academic reorganization; grievance and arbitration procedures; evaluation workloads of faculty, librarians, Maritime Academy specialists; and campus school teachers; salaries; professional development program; sabbatical leaves; personnel files; no strike/lockout clauses; and appointment and promotion for faculty and library personnel. Appendices include: student instructional rating forms, personnel evaluation forms, and information on staff scholarship criteria. (SW)

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AGREEMENT BETWEEN THE
BOARD OF REGENTS OF HIGHER EDUCATION
AND
THE MASSACHUSETTS TEACHERS ASSOCIATION/NEA

HE020032

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AGREEMENT BETWEEN THE
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ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Regents of Higher Education (herein referred to as the "Board of Regents") recognizes the Massachusetts Teachers Association/NEA (hereinafter referred to as the "Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a unit which comprises:

> Every person employed at the State Colleges of the Commonwealth of Massachusetts and holding a full-time appointment to the position of Professor, Associate Professor, Assistant Professor, Instructor, Librarian, Associate Librarian, Assistant Librarian, Library Associate and Library Assistant; and further including any person who holds one of the foregoing titles and also the title of Department Chairperson; and further including any person holding a full-time appointment to any of the foregoing titles, or as a teacher, however designated, at the McKay Campus School, Fitchburg, Massachusetts or at the Burnell School, Bridgewater, Massachusetts; and further including any person holding a part-time appointment as Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art; and further including any person who is employed on a full-time basis as an Adjunct Instructor at the Massachusetts Maritime Academy, subject to the exclusions set forth in the Decision and Direction of Election issued by the Labor Relations Commission and dated November 2, 1977. The parties recognize and understand that personnel at the Massachusetts Maritime Academy who are detailed to such Academy by the President of the United States pursuant to the provisions of the Maritime Education and Training Act of 1980 or otherwise, and military personnel assigned by the government of the United States to teach in any ROTC program at a State College, are not members of the bargaining unit.

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Association shall extend to those persons who now or hereafter hold appointments to a position included in the bargaining unit.

C. Dues Check-off

The Association shall be permitted authorization for payroll dues deductions as set forth in Appendix J.

D. Definitions

1. Academic Year. The term "academic year" as used in this Agreement shall mean the nine (9)-month period from

September 1 to and including the May 31 following; provided, however, that in the case of members of the academic faculty employed at the Massachusetts Maritime Academy, the academic year shall mean the above-described nine (9)-month period together with such additional period, if any, as may be fixed from time to time pursuant to the provisions of Article XII-B of this Agreement. As used in the foregoing proviso, the term "academic faculty" shall include all members of the faculty employed at the Massachusetts Maritime Academy other than those employed as maritime specialists.

2. Adjunct Instructor. The term "adjunct instructor" as used in this Agreement shall mean any person who holds a full-time appointment as an adjunct instructor at the Massachusetts Maritime Academy.

3. Administration. The term "administration" as used in this Agreement shall mean the President and other principal administrative officers serving as such at each College; such designation shall not include individuals and positions as defined in Article I, Section A, of this Agreement.

4. Administrator. The term "administrator" as used in this Agreement shall mean any person serving in an administrative capacity and appointed as an administrator at any State College.

5. Annual Training Cruise. The phrase "annual training cruise" as used in this Agreement shall mean the whole of an annual training exercise. Such period shall constitute the period of sea-time required as a prerequisite for licensing under applicable Federal regulations which, at present, is sixty (60) days annually.

6. Assistant Principal. The term "assistant principal" as used in this Agreement shall mean the administrator, if any and however denominated, holding the position of Associate Director at a campus school and shall mean such administrator regardless of whether there is a Principal at such campus school.

7. Association. The term "Association" as used in this Agreement shall mean the Massachusetts Teachers Association/NEA as recognized pursuant to Article I, Section A, of this Agreement. The parties recognize and agree that the Association may, in the discharge of its responsibilities hereunder, act through its affiliate, the Massachusetts State College Association, and that the Association and its affiliate are jointly and severally liable for the discharge of such responsibilities.

8. Association Representative. The term "association representative" as used in this Agreement shall mean any representative of the Association who is a member thereof and who has been officially so designated in writing by the Board

of Directors of the Association to the Board of Regents, acting through the Chairperson of the Council of Presidents, and where such representative has responsibilities that are confined to a single College, to the President of such College, and shall, without further designation, include the Chapter President.

9. Board and Board of Trustees. Except as provided in Article XI, the terms "Board" and "Board of Trustees" as used in this Agreement shall both mean the Board of Trustees of any State College as established pursuant to Massachusetts General Laws, Chapter 15A, Section 9, and shall mean the successor in interest of any such Board of Trustees. Actions to be taken by any Board, or by the Board or Boards of Trustees are rights and obligations created or imposed by the terms of this Agreement and as such are binding upon the Board of Regents as the employer under Chapter 150 E.

10. Board of Regents. The term "Board of Regents" as used in this Agreement shall mean the Board of Regents of Higher Education as established pursuant to Massachusetts General Laws, Chapter 15A, Section 2, or its successor in interest.

11. Campus. The term "campus" as used in this Agreement shall mean all facilities and properties which are now or shall hereafter be designated by the Commonwealth of Massachusetts, acting by the Board of Regents or otherwise, for the exclusive use of any one or another of the State Colleges, and shall, at the Massachusetts Maritime Academy, include any vessels used for training purposes or under the control of the Academy, including any vessel commonly known as the training ship.

12. Campus School. The term "campus school" as used in this Agreement shall mean the Burnell School, Bridgewater, Massachusetts and the McKay Campus School, Fitchburg, Massachusetts; provided, however, that each of the said schools shall be a campus school for the purpose of this Agreement only for so long and to the extent that each school continues, during the term of this Agreement, to be contractually affiliated with Bridgewater State College and Fitchburg State College, respectively.

13. Campus School Teacher. The term "campus school teacher" as used in this Agreement shall mean any member of the bargaining unit who holds one of the four academic ranks and who is responsible for the instruction of pupils at a campus school.

14. Chancellor. The term "Chancellor" as used in this Agreement shall mean the chief executive officer of the Board of Regents or any person or persons acting in that capacity, duly appointed and authorized by the Board of Regents.

15. Chapter. The term "chapter" as used in this Agreement shall mean any organizational unit of the Association that is based at a single college.

16. Chapter President. The term "Chapter President" as used in this Agreement shall mean the member of the bargaining unit at each College who shall have been designated as such from time to time by the Board of Directors of the Association.

17. Cognate Department. The term "cognate department" as used in this Agreement shall, for purposes of Article VIII thereof, mean a department determined by the Vice President to be a department, the academic discipline of which is by common practice in the academic world deemed to be related to the academic discipline of the department in question.

18. College. The term "College" as used in this Agreement shall mean any one of the institutions that is denominated a "State College" pursuant to Massachusetts General Laws, Chapter 15A, Section 3, including the Massachusetts College of Art and the Massachusetts Maritime Academy and excluding Boston State College.

19. Cooperative Education. The term "cooperative education" as used in this Agreement shall mean that mode of instruction in which a student is assigned work at an institution or agency with which the College has established programs of work-related studies such that the regular direct supervision of a cooperative education student is the responsibility of someone other than the faculty member. The responsibility of the faculty member shall be confined to preliminary, periodic and final conferences with the student and his regular supervisor for the purpose of evaluating the student's work and educational experience in accordance with the established guidelines of the cooperative education program at the College.

20. Council of Presidents. The term "Council of Presidents" as used in this Agreement shall mean the Presidents of the State Colleges for the time being, including any person designated by any such President to act in his stead at any meeting thereof, or such number of Presidents as they may determine, either generally or for any specific purpose, to constitute a quorum thereof, acting solely in order to exercise any right or discharge any responsibility required or permitted to be exercised or discharged by the Council of Presidents pursuant to any provision of this Agreement.

For the purposes of this Agreement, the term "Chairman of the Council of Presidents" shall mean the President of a State College selected by the Council of Presidents from time to time to serve as the Chair of said Council in its exercise of the rights and discharge of the responsibilities hereinbefore described. Notice of the President selected as the Chairman shall be promptly provided to the Association.

21. Critique. The term "critique" as used in this Agreement shall mean a course at the Massachusetts College of Art in which the professional criticism of the student's artistic and creative works or projects is the principal and paramount mode of instruction.

22. Day. Except as otherwise provided, the term "day" as used in this Agreement shall mean a calendar day.

23. Department. The term "department" as used in this Agreement shall mean any organizational unit of faculty at any College that is now, or may from time to time hereafter be, established and so designated by the President of such College; provided, however, that any such organizational unit shall cease to be a department if at any time hereafter it shall have been disestablished in accordance with any applicable provisions of this Agreement.

24. Department Chairperson. The term "department chairperson" as used in this Agreement shall mean any person appointed by the President of a College, in accordance with the provisions of Article VI of this Agreement, to fulfill the responsibilities set forth herein with respect to any department of such College, or any Library Program area, as the case may be.

25. Director, Library. The term "Director, Library" as used in this Agreement shall mean, at each College, the person, not being a member of the bargaining unit, who from time to time holds the position of Director, Library or who from time to time is authorized to act in that capacity, whether solely for the purposes of this Agreement or otherwise.

26. Emergency Assignments. The term "emergency assignments" as used in this Agreement refers to those assignments of the faculty which are made by the Principal and/or Assistant Principal of a campus school, acting in good faith, to meet an unforeseen combination of circumstances during or prior to a school day which affect the welfare of the pupils and/or the proper operation of a school as mandated by state law. An example of this type of situation would be the need for teacher coverage of a class when a professional colleague is taken ill during a school day.

27. Faculty and Faculty Member. The term "faculty" and the term "faculty member" as used in this Agreement shall mean any member of the bargaining unit who holds a full-time appointment at a State College as one of the following, namely:

a. Professor,
b. Associate Professor,
c. Assistant Professor,
d. Instructor, or

e. Adjunct Instructor at the Massachusetts Maritime Academy,

including any such person who, holding such appointment, also holds the position of Department Chairperson, and shall further include any person who holds a part-time appointment as Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art.

28. Field Work Supervision and Internships. The term "field work supervision and internships" as used in this Agreement shall mean those modes of instruction in which a member of the faculty has responsibility for the educational objectives and for the observation, criticism and evaluation of a student in a learning experience in an area other than teacher education, such as, for example, human services or public services; the faculty member is expected to make regular on-site visits to the student and to confer with the student's off-campus supervisor, if there be any.

29. Full-Time Appointment. The term "full-time appointment" as used in this Agreement shall mean such status of full-time employment, if any, as shall have been conferred upon any member of the bargaining unit as a term of such person's appointment to teach twelve (12) semester hours of credit of instruction in courses offered by their department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or work load reductions made in accordance with the provisions of this Agreement.

30. Graduate Teaching. The term "graduate teaching" as used in this Agreement shall mean teaching a course that shall have been designated a graduate course by the President or his designee.

31. Grievance. The term "grievance" as used in this Agreement shall mean a grievance as defined in Article XI of this Agreement.

32. Laboratory Instruction. The term "laboratory instruction" as used in this Agreement shall mean that mode of instruction which consists of student learning activities, under the direction and supervision of a faculty member, using instruments, equipment and techniques appropriate to a particular discipline in which the student observes or measures phenomena, conducts experiments, undertakes projects, acquires specialized skills, and pursues similar kinds of experiences. The term "laboratory instruction" shall not include instruction in a language laboratory.

33. Librarian. The term "librarian" as used in this Agreement shall mean any member of the bargaining unit who holds a full-time appointment as one of the following, namely:

a. Librarian,
b. Associate Librarian,
c. Assistant Librarian,
d. Library Associate, or
e. Library Assistant.

34. Maritime Specialist. The term "maritime specialist" as used in this Agreement shall mean a faculty member at the Massachusetts Maritime Academy who is appointed to perform services during the work year, as provided in this Agreement, of a maritime specialist and who either (a) holds a professional Merchant Marine License, or (b) being an adjunct instructor, has a journeyman competence in a maritime specialty.

35. Nursing Clinical. The term "nursing clinical" as used in this Agreement shall mean the instruction of students providing patient care within a health care facility.

36. Official Personnel Correspondence. The term "official personnel correspondence" as used in this Agreement shall mean correspondence from the Board of Trustees or from the Administration of any College to or concerning a member of the bargaining unit which states therein that it is Official Personnel Correspondence and which gives notice of any personnel action taken or proposed to be taken or of any official commendation, reprimand or disciplinary action, or from the Chancellor pursuant to the provisions of Article XX.

37. Part-time Appointment. The term "part-time appointment" as used in this Agreement shall mean such status of employment, as shall have been conferred upon any member of the bargaining unit as a term of such person's appointment to the rank of Professor, Associate Professor, Assistant Professor or Instructor at the Massachusetts College of Art.

38. Physical Education: Activities Courses. The term "physical education: activities courses" as used in this Agreement shall mean that mode of instruction within any Physical Education Department in which the principal course work is the teaching of skills in some physical, athletic, or recreational activity.

39. President. The term "President", when not otherwise qualified, and the term "President of the College" as used in this Agreement shall both mean the chief executive officer of each State College or any person or persons acting in that capacity, duly appointed and authorized therein.

40. Principal. The term "Principal" as used in this Agreement shall mean the administrator, if any and however denominated, holding the position of Associate Dean at a campus school.

41. Program Area. Except as otherwise expressly provided in Article VI with reference to Librarians and to Campus Schools, the term "program area" as used in this Agreement shall, at any College, mean any organizational unit of faculty not having the status of a department and that is now, or may from time to time hereafter be, established and so designated by the President of said College and shall include any subordinate unit, so designated by the President of such College, within any department or departments or within any other organizational unit of faculty; provided, however, that any such organizational unit shall cease to be a program area if at any time hereafter the President shall have ceased so to designate.

42. Promotion. The term "promotion" as used in this Agreement shall mean advancement from a lower faculty rank to a higher faculty rank or advancement from a lower librarian rank to a higher librarian rank, whichever may be applicable.

43. Pupil. The term "pupil" as used in this Agreement shall mean any child who is enrolled as such and attending a campus school.

44. Rank. The term "rank" as used in this Agreement shall mean any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor and Professor, and any one of the five librarian ranks of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian and Librarian, and shall include the rank of Adjunct Instructor at the Massachusetts Maritime Academy.

45. Regiment of Cadets. The term "regiment of cadets" as used in this Agreement shall mean, collectively, all full-time undergraduate students enrolled at the Massachusetts Maritime Academy.

46. Retrenchment. The term "retrenchment" as used in this Agreement shall mean the laying off of any member of the bargaining unit pursuant to the provisions of Article X, XA and XB of this Agreement, respectively, and shall not mean termination.

47. School Year. The term "school year" as used in this Agreement shall normally mean the period from September 1 to and including the June 30 following, including any school recess during such period, such period being the period of regular employment of all campus school teachers in the bargaining unit; provided, however, that in the case of each campus school, the school year shall in every year conform to the school year of the city or town in which such campus is located.

48. Semester At each College, the term "semester" as used in this Agreement shall, in the case of the first semester of any academic year, mean the period commencing on the first

day of the academic year and ending on the last date preceding the commencement of the second semester of such year, and shall, in the case of the second semester of any academic year, mean the period commencing with the day appointed by the applicable academic calendar for such purpose and ending on the last day of the academic year.

49. Several State Colleges. The term "several State Colleges" as used in this Agreement shall mean, collectively, Bridgewater State College, Fitchburg State College, Framingham State College, The Massachusetts College of Art, the Massachusetts Maritime Academy, North Adams State College, Salem State College, Westfield State College and Worcester State College; when used in the singular, the term "State College" shall mean any one or another of such State Colleges.

50. Specialist. The term "specialist" as used in this Agreement shall mean a member of the bargaining unit, who, as a campus school teacher, provides teaching/learning experiences to pupils at a campus school in a specialized field; for these purposes there are included art, music, industrial arts, physical education and media specialists, special education personnel and others generally recognized as specialists in comparable schools.

51. Status of Training Ship. For the purposes of this Agreement, the status of the training ship at the Massachusetts Maritime Academy shall be as follows:

a. Cruise Status. The term "cruise status" as used in this Agreement shall mean any period when the training ship is not on dockside status or shipyard status, it being understood that such period shall be of a duration sufficient to meet the sea-time requirements for licensing under applicable Federal Regulations; at present such requisite is sixty (60) days annually.

b. Dockside Status. The term "dockside status" as used in this Agreement shall mean any period during which the training ship is made fast alongside the Academy pier in Buzzards Bay except any such period during which the training ship, while so made fast, is determined by the President of the Academy or his designee to be on cruise status or shipyard status.

c. Shipyard Status. The term "shipyard status" as used in this Agreement shall mean any period during which the training ship is proceeding to, is located at, or is returning from a shipyard or similar repair facility for the purpose of overhaul, repair or dry docking, and shall include a period of not less than ninety-six (96) hours prior to the training ship's getting underway from the Academy pier in Buzzards Bay, and a period of not less than twenty-four (24) hours subsequent to its returning alongside the Academy pier in Buzzards Bay.

The status of the training ship, including the date and time of the commencement and termination of any such status, shall be determined from time to time by the President of the Academy.

52. Student. Unless otherwise specified, the term "student" as used in this Agreement shall mean any person enrolled as a student at a College and shall include any "cadet", so-called, at the Massachusetts Maritime Academy; and for the purposes of Article VII of this Agreement, a "full-time student" shall mean any student who, at the time of his selection to act in a representative capacity pursuant to the provisions of the said Article, is enrolled at a College in courses valued at not fewer than twelve (12) semester hours of credit.

53. Student Government Association. The term "Student Government Association" as used in this Agreement shall mean the Student Government Association at each State College.

54. Student Teaching Supervision. The term "student teaching supervision" as used in this Agreement shall mean that mode of instruction in which a faculty member observes, critiques and evaluates a student teacher and confers with the supervisors of a student in an elementary, junior high or secondary school classroom experience; the faculty member is expected to make regular on-site visits to the student and to confer with the student's off-campus supervisor, if there be any; for these purposes, there shall be used as a guideline the making of four (4) such visits within a single quarter in respect of a student teaching on a full-time basis.

55. Studio Instruction. The term "studio instruction" as used in this Agreement shall mean that mode of instruction in such courses as art, music and performance, which are essentially skill-oriented and/or for the development of creativity.

56. Tenure. The term "tenure" as used in this Agreement shall mean the right of certain members of the bargaining unit to be terminated only upon a finding of just cause and a review and hearing prior to termination, all as is provided for in this Agreement.

57. Terminal Degree. The term "terminal degree" as used in this Agreement shall mean the Degree of Doctor of Philosophy (Ph.D.), the Degree of Doctor of Education (Ed.D.) or such other doctor's degree (doctorate), other than the degree of Juris Doctor (J.D.), as is granted in and with reference to any specialized discipline or field of learning; provided, however, that a degree, including the degree of Juris Doctor (J.D.), other than a doctorate may be deemed to be a terminal

degree for the purposes of this Agreement whenever the Board recognizes any such degree as one customarily regarded by members of any learned profession or field of learning as the final degree qualifying any person for the practice of such profession or for recognition within such field of learning but only to the extent that the holder of any such degree other than a doctorate is employed as a member of the bargaining unit to perform services, including teaching, within the scope of such profession or such field of learning. For the purposes of this Agreement the degrees of Masters of Business Administration (M.B.A.), Masters of Science in Nursing (M.S.N.), Masters of Social Work (M.S.W.) and, for those faculty whose area of teaching is primarily in the creative and performing arts, the Masters of Fine Arts (M.F.A.), shall be deemed to stand in lieu of a terminal degree when a bargaining unit member who holds such a degree has earned not fewer than seventy-two (72) hours of graduate credit, including the hours of credit for which such degree was awarded, in the academic or professional discipline in which he holds such degree, provided that such credits shall have been earned at an institution or institutions accredited at least to the level of such degree in the academic or professional discipline in question. Any such degree may stand in lieu of a terminal degree only to the extent that the holder of such degree is employed as a member of the bargaining unit to perform services, including teaching, within the scope of the profession or field of learning within which such degree has been awarded.

58. Termination. The term "termination" as used in this Agreement shall mean the permanent severance of an existing employment relationship initiated by the administration of a College or by the Board of Trustees.

59. Training Craft. The term "training craft" as used in this Agreement shall mean and include any vessels, in addition to the training ship, used by the Massachusetts Maritime Academy for training purposes or instructional purposes.

60. Training Ship. The term "training ship" as used in this Agreement shall mean any vessel, being that commonly known as the "training ship", made available to the Massachusetts Maritime Academy pursuant to the provisions of the Maritime Education and Training Act of 1980, as amended, or otherwise, and used in the annual training cruise.

61. Unit. The term "unit" as used in Article X, Section E, and Article XA, Section F, shall include Department, Program Area, Library, Campus School or other similar related administrative organizational unit pertaining to the performance of unit work.

62. Vacancy. The term "vacancy" as used in this Agreement shall mean a vacancy at any College in an approved full-time

professional (01) position for which moneys have been appropriated and allocated and which the Board, acting by its agents or otherwise, intends to fill.

63. Vice President. Unless otherwise expressly provided, the terms "Vice President, Academic Affairs," and "Vice President" as used in this Agreement shall mean, at each College, the Vice President, Academic Affairs, or any person serving in that capacity, duly appointed and authorized therein.

64. Working Day. The term "working day" as used in this Agreement shall mean any day on which the administrative offices of a College are open for business.

65. Work Year. The term "work year" as used in this Agreement shall mean the following:

a. In the case of every faculty member other than a faculty member to whom paragraph (c), (d) or (e) is applicable, the academic year;

b. In the case of every librarian, the twelve (12) month period from and including September 1 to and including the August 31 following; provided, however, that in the case of every librarian employed on a ten (10)-month basis, the work year shall be the ten (10)-month period from September 1 to and including the June 30 following;

c. In the case of every campus school teacher, the school year;

d. In the case of every maritime specialist,

i. the twelve (12)-month period ending on June 30, 1984; and

ii. thereafter, the ten (10)-month period commencing on each subsequent September 1 and ending on June 30;

e. In the case of every Department Chairperson, the academic year together with such additional period or periods as are provided for in Section G of Article VI.

E. Construction

Wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

Whenever any provision of this Agreement shall require that any act be done by the Board of Trustees, by the Chancellor, by the President of a College or by any member of the Administration of a College, such act may be done by the designee of the Board, the Chancellor, the President or such member of the Administration, respectively, unless the contrary is expressly so provided. Notwithstanding the foregoing, whenever, by reason of any emergency or other exigency, the Chancellor, any President, or any such member of the Administration of a College is unable to do any act required to be done by him, such act may be done by any person designated to do the same by the Board of Trustees or the President.

F. Entitlement Under This Agreement

Every member of the bargaining unit as described in Article I, Section A, of this Agreement shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in any election, referendum or like proceeding conducted pursuant to the provisions of this Agreement, in the manner provided for in this Agreement, subject to the following limitations:

1. No person in the bargaining unit holding an appointment of less than one-half (1/2) time shall be entitled, in accordance with the applicable statutes of the Commonwealth, to any of the benefits set forth in Article IV of this Agreement.

2. Any person in the bargaining unit holding an appointment of less than one-half (1/2) time shall be entitled to vote in any election, referendum or like proceeding conducted pursuant to the provisions of this agreement, except that each such vote shall be counted as a one-fourth (1/4) vote. All faculty appointed at one-half (1/2) time or more shall be entitled to a full vote.

3. Any person in the bargaining unit holding an appointment of less than one-half (1/2) time shall be entitled to be selected for membership on any council or committee established in accordance with the provisions of this Agreement, and shall be entitled to full voting membership once selected for any such membership.

ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

A. Fair Practices

1. As sole bargaining agent the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex, marital status, sexual preference, veteran's status, or physical handicap. The Association shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.

2. The Board of Regents and the Boards of Trustees agree to continue their policy of non-discrimination against any person on the basis of age, race, color, creed, national origin, sex, marital status, sexual preference, veteran's status, physical handicap or participation in or association with the activities of any employee organization.

3. Moreover, the Association agrees to cooperate with the Board of Regents in the implementation of the Affirmative Action Program in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Board of Regents from amending such Program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.

4. The parties agree that no provision of this Section A shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through mechanisms other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.

B. Individual Contracts

All rights, benefits, duties and obligations of members of the bargaining unit as set forth in this Agreement shall, during the term of this Agreement, be expressly incorporated by reference into, and made a part of, any contract of employment that has been or shall hereafter be entered into between a Board of Trustees and any person who is or shall thereafter become a member of the bargaining unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

C. Consultation

1. General

The Chairman of the Council of Presidents and/or such others as he may designate shall meet with the Board of Directors of the Massachusetts State College Association at the request of either party once each semester for the purpose of maintaining good relationships through regular communication and for discussion of matters concerning the implementation of this Agreement. Such meeting shall be held within fifteen (15) days of such request having been made in writing to the other party, which request shall state the reason or reasons for which such meeting is to be held.

The Chairman of the Council of Presidents and/or his designees and the Board of Directors of the Massachusetts State College Association may meet at other times and for such other purposes as either party may request and as they may mutually agree.

The President of each College and representatives of the Association shall meet at least once each semester at the request of the President of the College or of the Chapter President for the purpose of maintaining and improving relationships. Such meeting shall be held within ten (10) days of such request having been made in writing to the other party, which request shall state the reason or reasons for which such meeting is to be held.

The President of the College and representatives of the Association may meet at such other times and for such other purposes as they may mutually agree upon.

2. Committee on Employee Relations

The Parties agree to establish and maintain a joint Committee on Employee Relations Committee, which shall consist of three representatives of the Association appointed by the President of the Association and three management representatives appointed by the Board of Regents acting through the Council of Presidents, one of each of which shall be designated spokesperson. The representatives of the parties may be accompanied by advisors of their choosing at any meeting of the Committee on Employee Relations.

The purposes of this committee shall be 1) to foster good labor management relations through the implementation of the terms of this Agreement; 2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; 3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and, 4) where appropriate, subject to the provisions of this Section, to enter into mutual agreements to effectuate the terms of this Agreement.

Anything herein contained to the contrary notwithstanding, no person or body referenced in this Section II shall have the authority to alter, amend, extend or revise any term of this Agreement.

The Association and the Board of Regents acting through the Council of Presidents shall each designate a spokesperson who shall be the authorized agent of each party in the discharge of its responsibilities under this section.

Meetings of the Employee Relations Committee will be scheduled monthly, and on the call of either party, through its spokesperson. Special Meetings shall be scheduled at mutually agreeable times, but not later than five working days from the date of receipt of the request. Special meeting requests may be made orally or in writing by the spokesperson of either party to another and shall specify the reasons for which such special meeting is requested.

The spokesperson of the Association shall serve and preside as Chairperson at the first meeting; thereafter, the Chairpersonship will alternate between the spokesperson of the Association and the spokesperson of the Council of Presidents. The Chairperson will designate an individual to take minutes of the meeting.

Copies of the minutes of each meeting will be reviewed and initialed by the spokespersons of the Association and the Council of Presidents before distribution. It is mutually agreed that such minutes should be signed within five working days after a meeting and that within ten working days after a meeting, copies of the approved minutes will be furnished to each member of the committee.

The Committee shall sponsor and arrange for a contract orientation meeting to be held at a State College within thirty days of the execution of this Agreement. Each local chapter president and a person appointed by him and two persons designated by the president of each college shall attend representing the parties at each college.

D. Information

The Board of Regents shall make available to the Association, upon the written request of the Board of Directors thereof and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board of Regents to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed by the Board of Regents to be confidential.

In addition to the foregoing, but solely in strict compliance with the procedures and limitations that are hereinafter set forth, the Board of Regents shall make available to the Association such concurrent evaluation files as are requested in conformity with the following provisions.

1. Whenever any member of the bargaining unit

a) has been denied tenure after having been evaluated therefor pursuant to the applicable provisions of Articles VIII and IX of this Agreement, or

b) has, as a non-tenured member of the bargaining unit who holds a tenure-track appointment, been issued a terminal contract of employment pursuant to the applicable provisions of Articles VIII and XX of this Agreement,

the Association may request, and the Board of Regents shall thereupon make available, the concurrent evaluation files of other members of the bargaining unit.

2. No such request shall be made unless there is then properly pending at Step 3 of the Grievance Procedures contained in Article XI of this Agreement a grievance alleging that the grievant, being a member of the bargaining unit described in the provisions of the foregoing paragraph 1(a) or (b), has been denied tenure or has been granted a terminal contract of employment, as the case may be, either arbitrarily or capriciously; and no such request shall be made unless it is made by the President of the Association as a part of the written notice by which the grievant, in accordance with the applicable provisions of Article XI, elects to submit his grievance for resolution at Step 3 of the Grievance Procedures.

3. Such request shall be made in writing and shall set forth a full and complete statement of the reasons therefor, which statement shall include the following:

a) the names of those members of the bargaining unit whose evaluation files are requested; and

b) the reasons for which it is claimed that such evaluation files are materially relevant to the grievance in respect of which they are sought.

4. Within ten (10) days following its receipt of any such request timely made, the Board of Regents, acting through the Chairman of the Council of Presidents, shall give not less than forty-eight (48) hours' notice to the Association of the time, date and place at which the Board of Regents will make such files available to it; provided, however, that the time and date so fixed shall be not more than ten (10) days following the giving of such notice; and provided further that no such files shall be made available to the Association save in the manner prescribed by the following paragraph 5.

5. Upon the date, time and place fixed by the above-described notice, a representative of the Association and the Board of Regents, acting through the Chairman of the Council of Presidents, shall meet and proceed as follows:

a) they shall first review the request made by the President of the Association and shall determine

i) whether the procedures for making such a request have been strictly complied with; and

ii) whether the evaluation files requested are concurrent evaluation files;

b) if they determine that such procedures have not been strictly complied with or that any such evaluation file is not a concurrent evaluation file, they shall dismiss such request, and such dismissal shall constitute a final and binding denial thereof;

c) if they determine that such procedures have been strictly complied with and that the evaluation files requested are concurrent evaluation files, they shall then examine the content of each such file. Such examination shall take place in camera;

d) the representative of the Association and the representative of the Board of Regents shall determine whether the content of any such file or files is materially relevant, in whole or in part, to the grievance in respect of which such files have been sought:

i) if they determine that the content of any such file or files is materially relevant, in whole or in part, to such grievance, they shall provide a certified copy of so much of the same as is agreed by them to be materially relevant to the President of the Association;

ii) if they determine that the content of any such file or files is not materially relevant to such grievance, they shall notify the President of the Association of their determination.

Whenever the representative of the Association and the representative of the Board of Regents shall have determined that a concurrent evaluation file is, in whole or in part, not materially relevant to the grievance in respect of which it is sought, such determination shall constitute a final and binding denial of so much of the request of the President of the Association as pertains thereto.

e) Whenever the representative of the Association and the representative of the Board of Regents shall have failed to agree whether a concurrent evaluation file requested by the President of the Association is materially relevant, in whole or in part, to the grievance in respect of which it is sought, they shall promptly so notify the Chairperson of the Council of Presidents and the President of the Association.

f) In the event that the representative of the Association or the representative of the Board of Regents shall have failed or refused to attend the meeting required to be held pursuant to this sub-section 5, then, unless those representatives shall have otherwise agreed in writing, the representative who does attend such meeting shall have full authority to make any and every determination required or permitted to be made pursuant to this sub-section, and his determination shall be final and binding.

6. If at the time a grievance is presented at a hearing before an arbitrator in conformity with the applicable provisions of Article XI, there remains unresolved a dispute between the parties whether the content, or any part thereof, of a concurrent evaluation file is materially relevant to such grievance, a certified copy of the content of such file, or so much of it as is in dispute, shall be presented to the arbitrator, and the arbitrator shall examine the same in camera for the purpose of determining whether it is materially relevant to the grievance then before him; provided, however, that the representative of each party shall be entitled to be present during such examination and to present arguments to the arbitrator concerning whether the content of such file is materially relevant to such grievance. The arbitrator may withhold his decision in that regard until such time as he thinks it appropriate, provided only that he shall render his decision prior to the close of the hearing. The decision of the arbitrator shall be final and binding on the parties.

7. Whenever a certified copy of the whole or any part of a concurrent evaluation file shall have been made available to the President of the Association pursuant to the provisions of paragraph 5, 6 or 8 hereof, the same shall be used solely as evidence, or for the purpose of presenting evidence, in the hearing before the arbitrator concerning the grievance in respect of which such file was sought. The President of the Association shall take all measures reasonably necessary to ensure that the content of such file is maintained in the strictest confidence, and he shall not disclose the same except to counsel, nor shall any person to whom he properly discloses it disclose the same, to any person unless such person is reasonably required to have access thereto for the purposes of presenting evidence at the aforesaid hearing before the arbitrator.

Whenever any document contained in a concurrent evaluation file is admitted as evidence at a hearing before an arbitrator, testimony shall be able to be taken by any party at such hearing concerning the evaluation, including any judgments made and opinions formed in connection therewith, of which such concurrent evaluation file is the record. Every such document so admitted shall become a part of the record in the matter then pending before the arbitrator and shall be able to be used by the parties in the presentation and argument of their case; provided, however, that they shall take reasonable care to protect the strict confidentiality of such document and shall make no disclosure thereof save for the purposes heretofore permitted. Nothing in this paragraph shall prohibit the disclosure of such document to any court of competent jurisdiction when done so pursuant to the prosecution of an appeal or like proceeding arising from or in connection with the decision of any arbitrator.

8. Whenever it shall have been determined, whether pursuant to the foregoing paragraph 5 or 6, that any concurrent evaluation file is materially relevant to the grievance in respect of which it is sought, the Board may thereupon determine which, if any, of the concurrent evaluation files that have not been sought by the President of the Association are materially relevant to such grievance. It shall immediately make available to the President of the Association a certified copy of the content of any such concurrent evaluation file.

9. For the purposes of this Section D, the following words and phrases shall have the meaning hereinafter ascribed to them:

a) the phrase "concurrent evaluation file" shall mean all documentary materials compiled or used in the conduct of an evaluation of a member of the bargaining unit where such evaluation

i) has been conducted and completed pursuant to the provisions of Article VIII of this Agreement;

ii) has been conducted in respect of a member of the bargaining unit who is a member of the same academic department of which the grievant is also a member; and

iii) has been conducted for the same kind of personnel action and in the same academic year as the evaluation that, in the case of the grievant, gave rise to the personnel action that is the subject of the grievance.

The phrase "relevant evaluation file" shall not be deemed to be synonymous with the phrase "official personnel file."

b) The phrase "materially relevant" shall mean that the content of a concurrent evaluation file bears in a direct and substantial way on the adjudication of the question whether the grievant has been denied tenure or been granted a terminal contract of employment arbitrarily or capriciously.

10. Any action or decision required or permitted to be carried out or made hereunder by any Board of Trustees may be carried out or made by the President of any College or by his designee.

11. Any matter required to be addressed to the Board of Regents under this Section D, or any action to be undertaken by, or on behalf of, the Board of Regents under this Section D shall be addressed to, or undertaken by, the Chairperson of the Council of Presidents, or his designee, acting on behalf of the Board of Regents.

12. Nothing contained in this Section D shall be deemed to confer on an arbitrator any jurisdiction, not otherwise conferred by the provisions of Article XI of this Agreement, to consider, adjudicate or arbitrate such portion of any grievance as relates to any determination or decision made pursuant to an exercise of academic judgment.

E. Filling of Vacancies

The President of each College, or his designee, shall post for the information of unit members written notice of all vacancies at each College. In respect of each such vacancy, such notice shall be posted not later than the date on which such vacancy is advertised elsewhere. Copies of all such notices shall be sent to the President of the Massachusetts State College Association.

Each notice shall contain a description of the job to be performed, the applicable salary or salary range and the qualifications for the position to be filled.

ARTICLE III - USE OF COLLEGE FACILITIES

A. The Association

1. Upon a request in writing made to the President of a College or to his designee, the Association or any College-based chapter thereof shall have the right to meet at such College if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings nor to permit interference with the normal conduct of college affairs.

2. The Association shall be provided with an office on each campus with a desk, chair, and filing cabinet, reasonable use of an intra-College telephone, and a separate campus mailbox, for the purpose of contract administration.

3. The President of each College or his designee shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.

4. The Association shall be permitted to use the intra-College mail system for the distribution of Association communications.

5. The Association and members of the bargaining unit shall be entitled to make reasonable use of such telephones as may from time to time be available in their respective department for purposes of local and intra-College communication of official Association or departmental business.

B. Members of the Bargaining Unit

1. Each faculty member shall have office space, a desk and chair, use of a closet or its equivalent, space in a file cabinet, and reasonable access to an intra-College telephone. The Board hereby further agrees that it shall continue to provide at each College such number of private offices for unit members as exist at each such College on the date of execution of this Agreement.

2. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit

members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all College properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree further that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each College for the purpose of maintaining such security.

3. The Board shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties. The parties recognize that this undertaking is made subject to the actual availability of secretarial and/or clerical assistance at each College as that availability may exist from time to time.

4. Essential teaching supplies such as paper, examination books, chalk and like materials, and stationery for use in College business, subject to the availability of the same, shall be reasonably provided upon request.

At each College, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to expend more than Three Thousand Five Hundred Dollars ($3500.00) cumulatively, at the Massachusetts State Colleges, for the purpose of providing such coats.

5. To the extent that the same are now provided in the existing buildings of each College, the Board shall continue to provide in each such building that is used by members of the bargaining unit in the discharge of their responsibilities each of the following, namely:

a. Clean, separate restrooms and lavatories for male and female unit members; and

b. A faculty lounge furnished with appropriate lounge furniture.

In addition thereto the Board shall continue to provide sufficient typewriter and duplicating equipment in good repair for the use of members of the bargaining unit, and shall do so in a manner that maintains typewriting and duplicating services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

6. The Board shall provide service for the distribution of all unit members' mail throughout the calendar year. During the months of June, July and August, the Board shall forward

the first-class mail of any unit member who shall have submitted a written request for that purpose to the business office of the respective College, which request shall state the address to which such mail is to be forwarded.

7. The Board shall provide and maintain at each College properly surfaced parking facilities without cost for members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate teaching and or work areas of bargaining unit members. The Board further agrees that the number of designated unit member's parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members.

At those colleges where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association.

Notwithstanding the foregoing there shall be reserved at each College preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth.

New secured facilities may be established with the prior agreement of the Association.

In addition, each College shall maintain a system of parking stickers which shall be issued upon request to bargaining unit members annually at a cost for the sticker of not more than $1.00. No such additional sticker charge shall be made at secured facilities. Bargaining unit members shall maintain parking stickers on vehicles used by them in all parking facilities.

The College agrees to cause to be towed unauthorized vehicles parked in such designated facilities.

In addition, if the designated areas are filled or otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

8. The Board shall maintain reasonable security for instructional equipment, libraries and offices.

9. Members of the bargaining unit may have access to computer terminals at the College at which they are employed for the purpose of discharging their duties hereunder, provided that such access shall be governed by any applicable rules and regulations in effect from time to time at such

College regarding the use of any such terminal.

10. All unit member work areas shall be cleaned regularly and equipped with chalk where necessary.

C. Safety Procedures

The boards shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. Each College may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder. Prior to the promulgation of any such rules or regulations by the College, the President of the College or his designee shall first consult with the Chapter President regarding such rules and regulations and their enforcement; provided, however, that such consultation shall not be required in respect of any such rules and regulations in force at any College on the date of execution of this Agreement.

Whenever the boards shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy condition that it determines actually to exist.

At the request of the local Chapter President, the Board shall provide annual asbestosis tests, at no cost to any member of the bargaining unit, to those members of the bargaining unit who, while in the employ of the Board, have worked in buildings or other facilities where asbestos is or has been present. Members of the bargaining unit shall be provided information concerning test results promptly upon receipt of the information by the College.

Grievances involving the interpretation or application of the provisions of this section may be processed through Step 2 of the Grievance Procedures set forth in Article XI of this Agreement but shall not be processed to Step 3 thereof.

Grievances not resolved at Step 2 may be submitted by the Association for consideration by the Employee Relations Committee established pursuant to Article II of this Agreement.

ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

A. Paid Leaves of Absence

1. Sick Leave

a. Entitlement

i. All members of the bargaining unit shall be entitled to ten (10) days of sick leave for each complete year of service; provided, however, that all librarians shall be entitled to fifteen (15) days of sick leave for each complete year of service; and provided further that each faculty member at the Massachusetts Maritime Academy who is assigned to work a twelve (12)-month work year shall be entitled to fifteen (15) days of sick leave for each such complete year of service, and provided further that Campus School teachers shall be entitled to ten (10) days of sick leave for each complete year of service. Sick leave credit shall begin on the first month following the commencement of employment and shall accumulate as follows:

A) In the case of every faculty member in the bargaining unit entitled to ten (10) days of sick leave, at the rate of one and one-ninth (1-1/9) day for each month of employment during the academic year;

B) In the case of every campus school teacher in the bargaining unit entitled to ten (10) days of sick leave, at the rate of one (1) day for each month of employment during the school year; and

C) In the case of every member of the bargaining unit entitled to fifteen (15) days of sick leave, at the rate of one and one-quarter (1-1/4) days for each month of employment during the work year.

A renewal of contract shall be deemed to be a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

ii. Sick leave may be taken by a member of the bargaining unit whenever, with respect to any regular work day falling within the work year:

A) He cannot perform his duties because he is incapacitated by illness or injury; or

B) Through exposure to contagious disease, his presence at his place of work would jeopardize the health of others.

iii. In addition to the foregoing, sick leave may be taken by a member of the bargaining unit when his spouse, child, parent, spouse's parent, or relative living in his immediate household is seriously ill; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single work year.

iv. Sick leave not used in any year may be accumulated.

b. Sick Leave Bank

Upon the date of execution of this Agreement, every sick leave bank established pursuant to the provisions of the agreement that was the predecessor agreement to this Agreement, shall be maintained for the benefit of all those members of the bargaining unit who shall choose, pursuant to the provisions of this Agreement, to become a member thereof; and any member of the bargaining unit who is a member of any such bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this paragraph (b).

Not later than October 1, 1983, a member of the bargaining unit who is not already a member of a sick leave bank may become a member thereof by assigning one (1) day of his personal sick leave accumulation to the bank. Thereafter, a member of the bargaining unit who is not a member of the sick leave bank may become a member by assigning to the bank, during any subsequent month of October, one (1) day of his personal sick leave accumulation.

Whenever the accumulation of sick leave days in the sick leave bank shall have fallen below fifty (50) days, or, in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, whenever such accumulation shall have fallen below twenty-five (25) days, the President or his designee shall notify the Chapter President in writing and any member of the sick leave bank wishing to remain, and any other member of the bargaining unit wishing to become, a member thereof shall, within fifteen (15) days after the giving of such notice, assign one (1) additional day of his personal sick leave accumulation to the bank; provided, however, that any member of the sick leave bank wishing to remain a member thereof and who shall have exhausted his personal sick leave accumulation on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave; and provided further that such member shall retain all his rights in the bank until such period of assigning an additional day shall have expired.

Any member of the bargaining unit who is employed at the Massachusetts College of Art, the Massachusetts Maritime Academy or North Adams State College and who wishes to become or to remain a member of the sick leave bank in accordance with any provision of this paragraph (b) shall be required to assign two (2), rather than one (1), day of his personal sick leave accumulation to the bank for such purpose.

Assignment by a member of the bargaining unit of a personal sick leave day to the bank shall be made in writing to the President or his designee. The President or his designee shall maintain a register of the membership of the sick leave bank and of the number of sick leave days accumulated in the bank.

No member of the bargaining unit shall be entitled to become a member of the sick leave bank save as is hereinbefore provided.

Once he has been off the payroll for five (5) days, every member of the sick leave bank shall draw upon the sick leave bank as needed. Whenever any person is drawing upon the sick leave bank and, while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the sick leave bank.

The President or his designee may at any time, and upon the written request of the Chapter President shall, require that any member of the bargaining unit who is on leave of absence by reason of sickness be examined by a physician chosen by the President or his designee; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any sick leave bank for so long as he fails or declines to be so examined. The cost of any such examination shall be born by the College.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of his duties, such member of the bargaining unit shall thereupon do so, and his entitlement to sick leave shall cease on the date he resumes the performance of his duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner; provided that such entitlement shall not lapse during the pendency of any appeal from the physician's certification.

Any member of the bargaining unit wishing to appeal any physician's certification shall do so by giving notice thereof in writing to the President of the College within five (5) days following the date of such certification. Within ten (10) days following the giving of such notice, the member of the bargaining unit shall give further notice to the President of the name of a physician whom he thereby designates to serve as a member of a medical review panel, which panel shall be thereupon constituted for the purpose of considering the question whether the member of the bargaining unit in question is medically able to resume the performance of his duties. Failure to give either of the above-described notices in timely fashion shall constitute waiver of the appeal.

The medical review panel shall be composed of the physician so designated by the member of the bargaining unit; the physician whose certification has given rise to the appeal or another physician chosen by the President or his designee if the first is unwilling or unable to serve; and a third physician chosen by the other two.

The medical review panel, as promptly as it may, shall, by a majority vote of its members, determine whether the member of the bargaining unit is or is not, at that time, medically able to resume the performance of his duties. The panel shall not be required to conduct any hearings in this regard but the panel may require such member of the bargaining unit to produce, or authorize the release of, such medical records as it deems relevant to the making of its determination, and it may conduct or cause to be conducted such physical examinations as it deems appropriate.

The decision of the panel shall be final and binding and shall not be the subject of any claim or grievance prosecuted pursuant to Article XI of this Agreement or otherwise. Notwithstanding the foregoing, upon the written request of either party to this Agreement, such decision may be reconsidered by the same panel or, in the event that any of its members are unwilling or unable to serve, by one constituted in like fashion. Any such panel shall have the authorities and responsibilities of the original panel.

The College shall bear the cost of any physician designated by it to serve on a medical review panel, the member of the bargaining unit taking the appeal shall bear the cost of any physician designated by him for such purpose, and the parties to this Agreement shall, in equal shares, bear all other costs of the panel, including the cost of the third physician; provided, however, that they shall not be required to bear the cost of any laboratory tests or other medical procedures, exclusive of physical examinations conducted by members of the panel, without their first agreeing to do so.

The failure or refusal of any member of the bargaining unit who has taken an appeal to submit to any physical examination by a member or members of a medical review panel or to produce, or authorize the production of, any medical records requested by such panel shall be cause for it to dismiss such appeal.

c. Re-employment

Any member of the bargaining unit who leaves the employ of the Board and is later re-employed shall be credited with any such personal sick leave accumulation as existed at the end of his previous service. Any such person so re-employed shall be entitled to draw on the sick leave bank if he was so entitled at the date on which he left the employ of the Board. The provisions of this paragraph shall not apply where re-employment occurs after an absence of three (3) years or more unless approval of the President is secured and only if such absence was for any of the following reasons:

1. Illness of such person and not because of illness in his immediate family;

2. Dismissal through no fault or delinquency attributable to such person; or

3. Injury sustained while in the service of the Commonwealth in the line of his duties and for which such individual would be entitled to receive Workmen's Compensation benefits.

d. Disability and Workmen's Compensation

A member of the bargaining unit who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take that portion of his personal sick leave allowance payment which, when added to the amount of the disability compensation provided by statute, will result in the payment to him of his full salary. The sick leave bank shall not be used for this purpose.

If and when a member of the bargaining unit has sick leave credits available, and is injured while in the performance of his duty, and such injury could result in a claim under Chapter 152 of the General Laws (Workmen's Compensation Act), he shall be paid his sick leave up to the extent of his personal credits until payments under the Workmen's Compensation Law begin. Any adjustments due him because of the effects of his provision shall be made thereafter. The sick leave bank shall not be used for this purpose.

The provisions of this sub-section shall not be deemed to be of application to a bargaining unit member who shall have retired.

e. Notice of Benefits

On or before September 30 of each year, the President or his designee shall inform every member of the bargaining unit at the College of the number of sick leave days accumulated to his credit on that date. A copy of such information shall be transmitted to the Association Officer.

f. Retirement

Employees, upon leaving the employ of the Board, shall not be entitled to compensation for accumulated sick leave; provided, however, that any employee who is eligible to retire in accordance with the State Retirement Act and who, having given the President or his designee not less than three (3) months' advance written notice thereof, does retire shall be paid twenty percent (20%) of the value of his unused accumulated sick leave at the time of his retirement, which value shall be calculated on the basis of such employee's rate of pay as it is on the date immediately prior to the date on which his retirement has effect. The President, for reasons deemed satisfactory to him, may waive the notice required by the preceding proviso.

In calculating the daily rate of pay of any member of the bargaining unit hereunder, the following formulas shall be used:

i. in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of nine months' duration, the daily rate of pay shall be an amount equal to 1/195th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;

ii. in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of ten months' duration, the daily rate of pay shall be an amount equal to 1/215th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;

iii. in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of twelve months' duration, the daily rate of pay shall be an amount equal to 1/260th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is to be made.

In determining the work year of a Department Chairperson for any of the foregoing purposes, the extension provided for at Section I (1) of Article VI of this Agreement shall be disregarded.

2. Funeral Leave

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, brother, sister, parent or spouse's parent, of any member of the bargaining unit or of a person living in his immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days; and upon such evidence of the death of the brother or sister of the spouse of a member of the bargaining unit, funeral leave with full pay shall be granted for a period not exceeding two (2) days. In addition to the foregoing, the President or his designee may, upon request in writing of any member of the bargaining unit, grant leave to such member of the bargaining unit to enable him to attend the funeral of a former colleague at the College.

3. Military Leave

a. Every member of the bargaining unit shall be entitled, during the time of his service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42, or 60 of Chapter 33 of the General Laws, or during his annual tour of duty of not more than seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor without loss of his ordinary remuneration, and shall also be entitled to all leaves of absence provided in this Agreement.

Any member of the bargaining unit who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour duty of not more than seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.

b. Any member of the bargaining unit who, on or after January, 1940, shall have tendered his resignation or otherwise ended his employment for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was or shall be rejected for such service, shall, except as is otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such member of the bargaining unit shall be deemed to have resigned or to have ended his employment until the expiration of two (2) years from the termination of said military or naval service by him.

c. Leave of absence with pay shall be granted to any member of the bargaining unit for the period of time of his appearance before local draft boards or draft appeal boards, or for physical examinations ordered by said boards.

d. A member of the bargaining unit who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the date on which he is ordered to report to the draft board until the time of his rejection, and, in addition, for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection therewith.

4. Court Leave

a. Members of the bargaining unit who are called for jury duty shall be granted court leave. Members of the bargaining unit shall file notice of service with the President of College or his designee immediately upon receipt of summons.

b. If jury fees received by a member of the bargaining unit amount to more than his regular rate of compensation, he may retain the excess of such fees and shall turn over the regular rate of compensation, together with a court certificate of service, to the President, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than his regular rate of compensation, he shall be deemed to be on leave of absence with pay and shall turn said fees over to the President or his designee with a court certificate of service.

c. Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the member of the bargaining unit and shall not be considered part of the jury fees.

d. Members of the bargaining unit who are summonsed to appear as witnesses on behalf of any town, city, county, state, or the federal government shall be granted court leave; provided, however, that if any member of the bargaining unit is summonsed to appear as a witness because of the duties of an additional position, whether part-time or not, with a city, town, county, state or the federal government or otherwise, such member of the bargaining unit shall not be granted court leave with pay. Members of the bargaining unit shall file notice of service with the President upon receipt of summons.

e. Witness fees and all other fees except jury fees shall be paid to the President of the College. Whenever a member of the bargaining unit is called for jury duty or summonsed to appear as a witness and such jury duty or appearance occurs during his vacation or, in the case of faculty and campus school teachers, without the academic or school year, there shall be no necessity to account for any fees received during such period.

f. Expenses reimbursed the member of the bargaining unit for travel, meals, room hire, etc., shall be retained by him and shall not be considered as part of the witness fees.

g. When a member of the bargaining unit has been granted court leave for jury or witness service, and is excused by proper court authority, he shall report back to his official place of duty whenever the interruption in jury or witness service shall permit four (4) or more consecutive hours of employment.

h. Court leave shall affect no employment rights.

i. Court leave shall not be granted when a member of the bargaining unit is the defendant or is engaged in personal litigation.

5. Other Leaves

Such other leaves as are herein authorized shall also be available to members of the bargaining unit, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President or his designee.

a. To permit members of the bargaining unit who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the President shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such services.

b. Members of the bargaining unit shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board or its designee shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.

c. Members of the bargaining unit shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

d. Leave of absence with pay may be granted for the following absence:

i. Red Cross blood donations.

ii. Oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration.

iii. Practical and written examination for the renewal or upgrading of marine licenses conducted by the United States Coast Guard.

iv. Physical examination for the State service conducted by the Division of Civil Service or the Division of Registration.

v. State Retirement physical examinations.

vi. To attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received for such attendance shall be refunded to the Board.

e. Leave of absence with pay may be granted members of the bargaining unit who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS of World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of World War I of the U.S.A., Inc., Vietnam Veterans.

f. Leave of absence with pay, not to exceed two (2) hours, shall be granted to any member of the bargaining unit, if he makes written application therefor, to permit him to vote in the voting precinct, ward or town in which he is entitled to vote, provided that the hour of opening and the hour of closing of the polls at such voting place would preclude his working his regular hours of employment and his traveling to or from the polls.

6. Exclusions from Leave Deduction

Upon the written application of a member of the bargaining unit, made through his Department Chairperson, where applicable, or through the Principal of the Campus School, where applicable, or through the Director, Library, or the Chairperson of the Library, as the case may be, where applicable, the President of the College or his designee may grant such member of the bargaining unit permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such member of the bargaining unit.

7. Vacation Leave

All members of the bargaining unit who are employed to work a twelve (12)-month work year shall be entitled, during each such year to an annual vacation leave in accordance with and subject to the following provisions.

a. Vacation Year

The vacation year shall be the period July 1 to June 30 inclusive.

b. Vacation Credits

For service beginning on the first working day of July in any vacation year, vacation credits shall accumulate monthly, as follows:

i. Any member of the bargaining unit who, on such first working day of July, has been employed as such for fewer than eight (8) years shall be credited with two (2) days of vacation leave during such year; provided, however, that during such year he shall be credited with only one (1) such day for each of the months of October and February.

ii. Any member of the bargaining unit who, on such first working day of July, has been employed as such for not less than eight (8) but fewer than sixteen (16) years shall be credited with two (2) days of vacation leave for each full month of his employment during such year; provided, however, that during such year, he shall be credited with only one (1) such day for the month of January.

iii. Any member of the bargaining unit who, on such first day of July, has been employed as such for not less than sixteen (16) but fewer than twenty-five (25) years shall be credited with two (2) days of vacation leave for each full month of his employment during such year; provided, however, that during such year he shall be credited with three (3) such days for the month of January.

iv. Any member of the bargaining unit who, on such first day of July, has been employed as such for not fewer than twenty-five (25) years shall be credited with two and one half (2 1/2) days of vacation leave for each full month of his employment during such year.

c. Date of Accumulation

Vacation credits shall accumulate with effect at the end of the final working day of each full month of employment.

d. Scheduling of Vacation Leave: Librarians

In establishing vacation schedules, the Director of the Library and the Academic Vice President shall endeavor to permit the taking of vacation at the times requested by each librarian; subject, however, to the maintenance of librarian services which are required at the College. Librarians shall make reasonable efforts to schedule their vacation plans during the times when the demand for library services at the College is diminished.

The Director of the Library, or the Chairperson as the case may be, shall ensure that the vacation allowance is scheduled in such succeeding year in order that the librarian may not lose vacation credits; provided, however, that vacation credits not so scheduled or taken may be converted to sick leave credits, but only as is hereinbefore provided; and provided further that any vacation allowance so scheduled but not taken shall cease to be credited.

In no event shall vacation leave be accumulated in excess of 64 days without the prior mutual agreement of the librarian and the Vice President for Academic Affairs.

8. Leave Entitlement While on Cruise Status

No paid leave of absence shall be available to any member of the bargaining unit during any period in which such member of the bargaining unit is serving aboard the training ship while such ship is on shipyard status or cruise status, except with the prior approval of the President of the Academy or his designee.

9. Personal Leaves

Commencing with effect on July 1, 1983, on each July 1, every member of the bargaining unit who is employed to work a twelve (12) month work year, and every member of the bargaining unit who is employed as a Campus School teacher, shall be credited with three (3) personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Vice President or his designee. Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by any June 30 will be forfeited by the member of the bargaining unit.

B. Unpaid Leaves of Absence

1. Professional Leave

Upon the application of a member of the bargaining unit, the President of a College or his designee may grant to such member of the bargaining unit leave without pay for such term, upon such condition and for such purpose as he or his designee may determine. The purposes for which a member of the bargaining unit may submit his application for such unpaid leave may include, but shall not be limited to:

a. Advanced study, including creditable service at sea for the purpose of the renewal or upgrading of licenses;

b. Participation in an exchange teaching program;

c. Participation in a cultural program related to his professional responsibilities;

d. Service in a public office to which he has been elected or appointed;

and for such other purposes as may be allowed under the laws of the Commonwealth.

Any member of the bargaining unit granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Regents' provided, however, that the period of any such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior-accrued seniority.

2. Maternity Leave

Any female member of the bargaining unit who has been employed full-time for at least three (3) consecutive months, who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return to her employment at the College, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth;

provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, by agreement with the person in question, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

Any member of the bargaining unit taking such a maternity leave shall, upon her return to work, be restored to her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Chapter 149, Section 105D, of the General Laws. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

The maternity leave does not affect the member of the bargaining unit's right to continue to accumulate sick leave.

3. Family Leave

Upon written application to the President, including a statement of reasons, any full-time member of the bargaining unit who has been employed at least three (3) consecutive months, who has given notice at least two (2) weeks prior to his anticipated date of departure, and who has given notice of his intention to return to his employment at the College, may be granted family leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave, when so granted will terminate during the course of an academic semester, the President may, at his sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a member of the bargaining unit may submit his application for such unpaid leave may include, but shall not be limited to:

a. The need to care for, or to make arrangement for the care of, a minor child of the member of the bargaining unit, whether or not such child is the natural, adopted or step-child of such member of the bargaining unit;

b. To discharge any other responsibilities or duties in his capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted, or step-child of such member of the bargaining unit; or

c. The need to care for a member of the bargaining unit member's immediate family.

Any member of the bargaining unit taking such a family leave shall, upon his return to work, be restored to his previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Article X of this Agreement.

A member of the bargaining unit on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such member of the bargaining unit shall regain his or her right to use such accumulated sick leave.

C. Insurance

1. Life Insurance

The Board shall continue to cover all members of the bargaining unit, under the plan now in effect, during the term of this agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8, 10 and 10A of the General Laws; provided, however, that any legislation which is enacted during the term of this Agreement and by which it is provided that the Commonwealth shall pay an increased share of any premium payable in respect of any employee covered by the terms of the Life Insurance Plan shall be deemed to amend this Section 1 to the extent such legislation is applicable to such employee.

2. Health and Accident Insurance

The Board shall continue to cover all members of the bargaining unit, under the plan now in effect, during the term of this Agreement, pursuant to the provisions of Chapter 32A, Sections 5, 6, 8 and 10A of the General Laws; provided, however, that any legislation which is enacted during the term of this Agreement and by which it is provided that the Commonwealth shall pay an increased share of any premium payable in respect of any employee covered by the terms of the Group Health Insurance Plan shall be deemed to amend this Section 2 to the extent such legislation is applicable to such employee.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

4. Protection of Members of the Bargaining Unit

The parties recognize that members of the bargaining unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws.

5. Nurses Malpractice Insurance

The Board shall provide the sum of Thirty Eight Dollars ($38.00) annually to each nursing member of the bargaining unit who is required as a condition of his employment to carry malpractice insurance; provided, however, that each such member of the bargaining unit shall utilize such funds for the purchase of such insurance as is required to be maintained, and shall maintain the same in force and effect during each such year so required.

The funds required to be provided pursuant to the foregoing paragraph shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

D. Tax-Deferred Annuities

The Board shall continue its policy of permitting the purchase of annuities by members of the bargaining unit pursuant to the provisions of Chapter 15, Section 18A of the General Laws.

E. Health and Safety

The parties recognize the need to maintain and preserve safe and healthful working conditions, and to this end, they agree to consult from time to time pursuant to the provisions of Article III, Section C, of this Agreement.

F. Travel Expenses

Subject to the following provisions, all members of the bargaining unit shall be compensated for travel expenses for which prior authorization has been given by the President or his designee:

1. For expenses incurred for travel that is required in the discharge of the prescribed duties of a member of the bargaining unit and that is authorized as such by the President or his designee, a member of the bargaining unit shall be reimbursed as follows:

   a. Whenever use of a member of the bargaining unit's private car is necessary and has been so authorized, the approved mileage rate and the costs of parking and tolls shall be allowed.

   b. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.

c. Transportation between a member of the bargaining unit's home and the College shall not be reimbursable.

d. Reasonable charges for hotel rooms shall be reimbursable. Receipted bills shall be submitted for such charges.

e. Reasonable tips, other than those for meals, shall be reimbursable.

f. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as, by way of example, valet service, entertainment and laundry service.

g. Members of the bargaining unit shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from their homes on assignment to duty for more than twenty-four (24) hours.

h. Such reimbursement shall be allowed for actual meal expenses incurred, including tips not to exceed the following: breakfast, $2.50; lunch (midday meal), $4.00; supper (evening meal), $7.00; provided, that the maximum prescribed herein for lunch and supper may be reversed at the option of the person when he is entitled to both meals in one day. These rates shall apply to European Plan only.

i. For travel status of twenty-four (24) hours or more, the following are the allowances on the first day: when travel status begins before 6:00 a.m., the member of the bargaining unit shall be entitled to breakfast, midday and evening meals. When the travel status begins between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to the midday and evening meals. When travel status begins between noon and 6:00 p.m., the member of the bargaining unit shall be entitled to the evening meal.

j. When travel status of a twenty-four (24) hour period or more ends between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to breakfast. For travel ending between noon and 6:00 p.m., breakfast and the midday meal shall be allowed. For travel ending after 6:00 p.m., breakfast and the midday and evening meals shall be allowed.

k. Breakfast at the beginning and the evening meal at the end of full travel status shall not be allowed unless the claim is accompanied by a statement of the necessity for early departure or late return.

l. For travel of one day's duration starting before

6:45 a.m. the member of the bargaining unit shall be entitled to the breakfast allowance. In no event shall the midday meal be allowed for travel of less than twenty-four hours' duration. In the case of the breakfast allowance, every claim for reimbursement must state the time of departure; in the case of the evening meal allowance, such claim must state the time of arrival home. Such claim must also state the necessity for early departure or late return.

Every claim for reimbursement made pursuant to the provisions of paragraph 1 shall be made on such form and, subject to the foregoing provisions, in such manner as may from time to time be approved by the President or his designee.

2. In order to facilitate and encourage participation by members of the bargaining unit in professional conferences, meetings and other activities related to the performance and development of their role as professional academics, the President may, in accordance with past practice but only insofar as it is possible and feasible so to do, approve the request of a member of the bargaining unit to pay, in whole or in part, such travel expenses as shall have been incurred by such member of the bargaining unit for the foregoing purpose, but only the following such expenses:

a. Whenever a member of the bargaining unit's private car shall have been used, the approved mileage rate.

b. Whenever any other mode of transportation shall have been used, the cost of fares.

c. Reasonable charges for hotel rooms, receipted bills in respect of such charges having been submitted.

d. Reasonable tips other than those for meals.

e. Actual meal expenses incurred, including tips, provided however, that any reimbursement that may be so paid shall not exceed the following amounts:

Breakfast	$2.50
Lunch (midday meal)	$4.00
Supper (evening meal)	$7.00.

Every request for reimbursement made pursuant to the provision of paragraph 2 shall be made on such form and, subject to the foregoing provision, in such manner as may be from time to time approved by the President or his designee.

The President or his designee shall, at his sole discretion, determine whether and in what amount any monies shall be paid to any member of the bargaining unit as reimbursement for travel expenses pursuant to the provisions of this paragraph 2.

Nothing in this paragraph 2 shall be deemed to derogate from the right of any Board or its designee to allocate travel monies to department or program areas within a College in such manner and subject to such criteria as the Board or its designee may deem appropriate.

3. Nothing in the foregoing provisions of this Section F shall be deemed to be of application to any member of the bargaining unit in respect of any period spent on board the training ship, or any other vessel owned or operated by the Massachusetts Maritime Academy, irrespective of whether such ship or vessel is on cruise status; provided, however, that the foregoing provisions of Section F shall be of application, in accordance with such provisions, to travel expenses incurred by a member of the bargaining unit while serving aboard such ship or vessel, when such ship or vessel is on cruise status or shipyard status if such expenses are incurred while away from such ship or vessel.

G. Tuition Waiver

1. Waiver

The following tuition waiver provisions shall be of application during the term of this Agreement.

The spouse and/or child or children, including any adopted or step-child or children, of any member of the bargaining unit that is represented by the Massachusetts Teachers Association/ NEA, and the spouse and/or any such child or children of any present, former retired or deceased member of such bargaining unit, who, after the date of execution of this Agreement, shall have been admitted as a student in the regular day program, or in any program of Continuing Education, at any Massachusetts State College, shall be entitled to enroll as a student in such program without the payment of any tuition.

In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctorate of Medicine at the University of Massachusetts Medical School, shall be entitled to matriculate as a student without the payment of any tuition; provided, however, that in the case of any course in any program of Continuing Education tuition shall be remitted in the amount of fifty percent (50%) thereof.

2. Remission Academic Years 1984-1985 and 1985-1986

Effective for the Academic Years 1984-1985 and 1985-

1986, the Board of Regents acting through the Chancellor agrees to develop and implement a policy of tuition remission applicable to all unit members, their spouses and dependent children, which shall provide for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, and which shall, additionally, make provision for tuition remission in courses in continuing education.

The policy shall be of application not later than the first semester of the 1984-1985 academic year, and shall not be diminished thereafter during the term of this agreement.

H. Longevity Recognition

1. Notice Prior to Age Fifty-Four

Any eligible member of the bargaining unit who, on or before his fifty-fourth (54th) birthday, gives notice of his early retirement to the President of the College shall, subject to the following provisions of this sub-section 1, be paid early retirement compensation in the amount of Ten Thousand Dollars ($10,000.00). Such early retirement shall, in fact and by the terms of the notice so given, have effect as hereinafter provided:

a. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, at the end of the academic semester within which his fifty-fifth (55th) birthday falls;

b. in the case of a campus school teacher, at the end of the school term within which his fifty-fifth (55th) birthday falls; and

c. in the case of a librarian, at the end of the work year within which his fifty-fifth (55th) birthday falls;

provided, however, that in no event shall any such early retirement have effect after June 30, 1986, and no member of the bargaining unit shall be entitled to early retirement compensation hereunder unless his fifty-fifth (55th) birthday occurs on or before said date.

2. Notice After Age Fifty-Four: Accelerated Early Retirement

Any eligible member of the bargaining unit whose fifty-fourth (54th) birthday shall have occurred prior to the date of execution of this Agreement and who, prior to September 1, 1984, gives notice of his early retirement to the President of the College shall, subject to the following provisions of this sub-section 2, be paid early retirement compensation in the amount of Ten Thousand Dollars ($10,000.00). Such early retirement shall, in fact and by the terms of the notice so given, have effect as hereinafter provided:

a. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, at the end of the Fall semester of the 1984-1985 academic year;

b. in the case of a campus school teacher, at the end of the Fall term of the 1984-1985 school year; and

c. in the case of a librarian, on or before December 31, 1984.

Alternatively, any such eligible unit member who, within 45 days of the execution of this Agreement gives notice to the President of the College of his early retirement, effective June 30, 1984, shall be paid early retirement compensation in the amount of Ten Thousand Dollars ($10,000.00); said amount to be payable on or before September 1, 1984.

3. Notice After Age Fifty-Four: Delayed Early Retirement

Any eligible member of the bargaining unit whose fifty-fourth (54th) birthday shall have occurred prior to the date of execution of this Agreement and who, prior to July 1, 1985, gives notice of his early retirement to the President of the College shall, subject to the following provisions of this sub-section 3, be paid early retirement compensation in the amount of Seven Thousand Five Hundred Dollars ($7,500.00). Such early retirement shall, in fact and by the terms of the notice so given, have effect as hereinafter provided:

a. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, at the end of the Fall semester of the 1985-1986 academic year;

b. in the case of a campus school teacher, at the end of the Fall term of the 1985-1986 school year; and

c. in the case of a librarian, on or before December 31, 1985.

4. Notice After Age Fifty-Four: Accelerated Early Retirement (Partially Eligible Members of the Bargaining Unit)

Any partially eligible member of the bargaining unit whose fifty-fourth (54th) birthday shall have occurred prior to the date of execution of this Agreement and who, prior to September 1, 1984, gives notice of his early retirement to the President of the College shall, subject to the following provisions of this sub-section 4, be paid early retirement compensation in the amount of Five Thousand Dollars

($5,000.00). Such early retirement shall, in fact and by the terms of the notice so given, have effect as hereinafter provided:

a. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, at the end of the Fall semester of the 1984-1985 academic year;

b. in the case of a campus school teacher, at the end of the Fall term of the 1984-1985 school year; and

c. in the case of a librarian, on or before December 31, 1984.

Alternatively, any such partially eligible unit member who, within 45 days of the execution of this Agreement, gives notice to the President of his early retirement, effective June 30, 1984, shall be paid early retirement compensation in the amount of Five Thousand Dollars ($5,000.00); said amount to be payable on or before September 1, 1984.

5. Notice After Age Fifty-four: Delayed Early Retirement (Partially Eligible Members of the Bargaining Unit)

Any partially eligible member of the bargaining unit whose fifty-fourth (54th) birthday shall have occurred prior to the date of execution of this Agreement and who, prior to July 1, 1985, gives notice of his early retirement to the President of the college shall, subject to the following provisions of this sub-section 5, be paid early retirement compensation in the amount of Three Thousand Seven Hundred Fifty Dollars ($3,750.00). Such early retirement shall, in fact and by the terms of the notice so given, have effect as hereinafter provided:

a. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, at the end of the Fall semester of the 1985-1986 academic year;

b. in the case of a campus school teacher at the end of the Fall term of the 1985-1985 school year; and

c. in the case of a librarian, on or before December 31, 1985.

6. Definition of "Eligible Member of the Bargaining Unit" and "Partially Eligible Member of the Bargaining Unit"

For the purposes of this Section H, the phrase "eligible member of the bargaining unit" shall mean a member of the bargaining unit who shall have served twenty (20) or more years as an "employee" as defined in Chapter 32, Section 1, of the General Laws, or who shall have twenty (20) or more years of creditable service as defined in said Chapter, not fewer than ten (10) of which, in either such case, shall have been served as an "employee," as so defined, in a position within one or more of the Massachusetts State Colleges.

For the purposes of this Section H, the phrase "partially eligible member of the bargaining unit" shall mean a member of the bargaining unit who, not being an eligible member thereof, shall have served ten (10) or more years as an "employee" as defined in Chapter 32, Section 1, of the General Laws, or who shall have ten of which, in either such case, shall have been served as an "employee," as so defined, in a position within one or more of the Massachusetts State Colleges.

7. Notice Given Prior to the Date of Execution of this Agreement

Whenever, prior to the date of execution of this Agreement, any member of the bargaining unit shall have given notice of his intention to retire and has done so pursuant to and in conformity with the provisions of Section M of Article XIII of the Agreement that is predecessor to this Agreement, shall receive the longevity payment as provided in said Article XIII, provided, however, that such member of the bargaining unit may, with the prior approval of the President of the College, elect to withdraw such notice and to substitute therefor a notice given pursuant to either the foregoing sub-section 2 or the foregoing sub-section 4, whichever may be appropriate. For no other purpose may any such person be entitled to withdraw any such notice. Payments under this provision shall be made on or before September 1, 1984.

8. Payments of Early Retirement Compensation

a. Dates of Payment

Whenever any member of the bargaining unit shall have retired, pursuant to the provisions of this Section H, on or before one of the following dates, to wit,

i. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, during or at the end of any Fall semester;

ii. in the case of any campus school teacher, during or at the end of any Fall term; and

iii. in the case of a librarian, during or at the end of the first six (6) months of any fiscal year,

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he shall be paid his early retirement compensation within sixty (60) days following the date on which his retirement has effect.

Whenever any member of the bargaining unit shall have retired, pursuant to the provisions of this Section H, on or before one of the following dates, to wit,

i. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, during or at the end of any Spring semester;

ii. in the case of any campus school teacher, during or at the end of any Spring term; and

iii. in the case of a librarian, during or at the end of the second six (6) months of any fiscal year,

he shall be paid his early retirement compensation within sixty (60) days following the end of the fiscal year within which his retirement has effect.

b. Presidential Deferral

Notwithstanding the foregoing provisions of this sub-section 8, if the President, within thirty (30) days following his receipt of any such notice of retirement, shall have given notice to the member of the bargaining unit whose notice it is that there are insufficient funds available to the College with which to pay the early retirement compensation that will be due him upon his retirement, the President may thereupon, for the purposes of this Section H, delay the effective date of such retirement as follows:

i. in the case of a member of the faculty, including any maritime specialist employed at the Massachusetts Maritime Academy, such that it will have effect at the end of either the first or second semester following that during which or at the end of which it would otherwise have had effect;

ii. in the case of a campus school teacher, such that it will have effect at the end of either the first or second school term following that during which or at the end of which it would otherwise have had effect; and

iii. in the case of a librarian, such that it will have effect on a date not more than twelve (12) months following the date on which it would otherwise have had effect.

Any such decision to defer early retirement shall be made at the sole discretion of the President, provided, however, that in such event the unit member shall receive the applicable lump sum payment within the applicable times of payment, as adjusted by the deferral.

c. Early Retirement Compensation Payable to Part-Time Members of the Bargaining Unit

Any eligible or partially eligible member of the bargaining unit who is employed as such on a part-time basis shall be entitled to be paid early retirement compensation in an amount that corresponds to the fractional amount of his employment; provided, however, that the amount of such compensation shall in no event be less than fifty percentum (50%) of the amount payable to an eligible or partially eligible member of the bargaining unit employed on a full-time basis.

d. Nature of Early Retirement Compensation

Any amount payable to any member of the bargaining unit as early retirement compensation shall be payable in addition and as a supplement to any other compensation or stipend payable to such member of the bargaining unit pursuant to any other provision of this Agreement and no such amount shall be deemed to be payable in lieu of any other compensation to which such member of the bargaining unit is entitled by reason of his employment as such or by reason of his retirement. No sum payable hereunder shall be a part of the base salary or the annual salary rate of any such unit member.

e. Funding

No funds required for the payment of early retirement compensation pursuant to this Section H shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

9. Notices

Every notice required to be given pursuant to any provision of this Section H shall be given in writing and shall be transmitted in hand or by first class mail, return receipt requested.

Whenever in conformity with any applicable provision of this Section H any member of the bargaining unit shall have given the President notice of his early retirement, he shall be bound by the same and shall have no right to withdraw or alter such notice without the prior written approval of the President.

I. Health & Welfare

1. Creation of Trust Agreement

The parties agree to establish a Health and Welfare Fund under an Agreement and Declaration of Trust to be drafted by the Employer with input by the Union and executed by the Union and the Employer. Such Agreement and Declaration of trust (hereinafter referred to as the "trust agreement") shall provide for a Board of Trustees composed of an equal number of representatives of the Employer and the Union, and shall be executed prior to March 1, 1984.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

Effective January 1, 1984, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of two dollars per calendar week.

Effective December 30, 1984, the Employer agrees to contribute an additional two dollars per calendar week per full-time employee equivalent, for a total of four dollars per week per full-time employee equivalent.

The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

3. Non-Grievability

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Union.

4. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The

Employer's liability shall be limited to the contributions indicated in section 2 above.

J. Miscellaneous Provisions

1. Members of the bargaining unit on leave of absence for whatever reason shall relinquish their rights to take part in campus activities, including voting privileges and participation in or attendance at committee meeting, during the periods of such leaves of absence.

2. Unpaid professional leaves of absence for members of the bargaining unit may be granted for any period of time but will not ordinarily be granted for periods in excess of two (2) consecutive work years.

3. Members of the bargaining unit on leaves of absence shall not be eligible for promotion or for any distinguished service award during the period of any such leave save in accordance with the provisions of Section L of Article VIII of this Agreement.

K. Holidays

1. Paid Holidays

The following legal holidays will be observed as paid holidays for the period of this Agreement:

New Year's Day
Martin Luther King Day
Washington's Birthday
*Evacuation Day
Patriot's Day
Memorial Day
*Bunker Hill Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

*For librarians working in Suffolk County only.

2. Compensation for Working on Holiday for Librarians

Any librarian scheduled to work on a holiday and who does work on that holiday shall be granted a compensatory day off within the next succeeding sixty (60) day period. The specific day off may be requested by the individual librarian, subject to the approval of the Director of the Library or the Chairperson of the Library, as the case may be. If a compensatory day off is not granted by the administration within the sixty (60) day period, such librarian shall be paid at the rate of one (1) additional tour of duty for working a holiday.

3. Exceptions

Any unit member not scheduled to work on a holiday during the applicable work year, shall not suffer a loss of pay for such holiday unless such unit member is on leave without pay or absent without pay on any part of a scheduled work day immediately preceding the holiday or any part of a scheduled work day immediately following the holiday.

Any librarian scheduled to work on a holiday who fails to report as scheduled shall be recorded as absent without pay unless the librarian properly notifies the Director or Chairperson at least one (1) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reasons for such absence, the librarian may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7) day period.

When a librarian, who is absent by reason of sickness on a scheduled holiday, complies with these procedures, no sick leave credit previously earned shall be applied for the holiday, and the holiday shall be granted but no additional day off shall be provided. This provision shall be of no application to Section D of this Article XXIV.

4. Additional Holidays

A librarian not otherwise entitled to the Suffolk County holidays and who is scheduled to work on such holiday shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken by the librarian at a time approved by the Director of the Library, or the Chairperson of the Library within the next succeeding sixty (60) day period.

5. Religious Holidays

In accordance with Chapter 151B of the Massachusetts General Laws, employees shall be permitted to observe certain religious holidays in accordance with the practice in existence on the date of execution of this Agreement.

Article V - ACADEMIC FREEDOM AND RESPONSIBILITY

A. Academic Freedom

The parties endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in institutions of higher education. The parties agree to promote public understanding and support of academic freedom and agreement upon procedures to assure academic freedom in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of his research, and to full freedom in the classroom in discussing his subject, most specifically in the selection of his classroom materials including selection of texts. The teacher is entitled to discuss controversial issues. As both a teacher and scholar he recognizes his professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

A faculty member has the right to determine the amount and character of the work and other activities he pursues outside the College provided such work and other activities do not interfere with the discharge of his responsibilities under the terms of this Agreement.

B. Academic Responsibilities

Academic freedom carries with it correlative responsibilities.

The faculty member has the responsibility to his colleagues and the College community to preserve intellectual honesty in his teaching and his research. He respects the free inquiry of his associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the several colleges will be made by their most valuable resource, the faculty. The college or university teacher is a citizen and a member of a learned profession affiliated with an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning, affiliated with an educational institution, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate when he is not an institutional spokesman.

Institutions of higher education are committed to the search for truth and knowledge and to contribution to the solution of problems and controversies.

ARTICLE VI - SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRPERSONS

With effect from the expiration of the now-current term of each Department Chairperson, which term shall not, in any event, exceed three (3) years from the date of its commencement, each successor Department Chairperson shall be selected and shall serve as such in accordance with the provisions of this Article VI.

Any Department Chairperson, including the incumbent on the date of execution of this Agreement, may be selected to succeed himself without limit on the number of successive terms.

Every Department Chairperson shall be a member of the bargaining unit.

A. Responsibilities of the Department Chairperson

Each Department Chairperson shall exercise professional leadership in the department, shall conduct the routine operation of departmental affairs and shall take appropriate initiative in recommending the development of the curricular and resource requirements of the department. Where applicable, his responsibilities shall more specifically include but shall not be limited to the following:

1. In accordance with the other applicable provisions of this Agreement, providing for the scheduling of courses and classes, academic advising, independent and intra-departmental and inter-disciplinary learning programs, student practica, field work and internships, faculty research, and other student and faculty activities within the Department;

2. Making recommendations regarding the extension or modification of the curriculum structure within the department to strengthen the College's programs and to endeavor to provide students with maximum accessibility to the College's offerings;

3. Assisting in the recruitment of faculty;

4. Periodically submitting requests for supplies, equipment, library holdings and other needs of the department;

5. Maintaining communication with students, prospective students and other faculty at the College relative to departmental matters;

6. Meeting regularly with the Vice President or his designee and from time to time with members of the department and with the appropriate departmental committees in order to

coordinate the interaction of departmental programs and activities and to facilitate the discharge of the responsibilities set forth above;

7. Assigning student advisees to members of the faculty of the department; operating and monitoring the advising program of the department to provide for the quality of such program; and evaluating each faculty member in the department with respect to the quality of advising as it is rendered by him to students;

8. Participating in the evaluation of members of the department;

9. Advising faculty members of the receipt of any substantial complaint of a student or member of the faculty which the chairperson believes may affect the employment status of the faculty member;

10. Carrying out such other assignments as may be made from time to time by the Vice President.

The Department Chairperson shall meet regularly with the Vice President and from time to time with the members of the department and the appropriate departmental committees, to coordinate the interaction of the various programs, to discuss joint actions to improve educational effectiveness and, consistent with the terms of Section G below, to develop plans for modification and extension of the programs of the College all in accordance with the terms of this Agreement. In addition, the Vice President shall meet with the Department Chairpersons collectively at least twice during each semester and at such other times as he may deem necessary.

Anything in the foregoing to the contrary notwithstanding, whenever any of the foregoing responsibilities must, in the determination of the Vice President or his designee, be performed during any period that falls during a period when the Department Chairperson is unable to or cannot be required to perform such responsibilities, such responsibility may be discharged by the Vice President or his designee. In any such situation, the Vice President or his designee shall endeavor to notify or inform the Department Chairperson of responsibilities he deems it necessary to perform, and the Department Chairperson, if so notified or informed, may undertake to discharge such responsibilities.

B. Selection of Department Chairperson

The Chairmanship of each department shall be filled in the following manner: within ten (10) working days after the date on which, in respect of any department, any of the following shall have come to pass, namely,

(1) The Chairperson's term of office shall have expired, or

(2) The chairmanship shall have been declared vacant by the President of the College, or

(3) The chairmanship shall have become vacant by reason of the recall of the incumbent Chairperson, or

(4) The chairmanship shall have become vacant by reason of the death, illness, resignation or other incapacity of the incumbent Chairperson.

1. Filling a Vacancy From Within the Department

The unit members of each department to which these provisions apply shall meet upon the call of the Vice President to select and submit in writing to the President the name of a single nominee for the chairmanship of the department.

Selection of such nominee shall be accomplished pursuant to departmental procedures established by the department. The departmental procedures established by the department to select a nominee shall not be contrary to the terms and conditions of this Agreement.

Thereafter, the President shall within ten (10) working days of his receipt of such nomination, either appoint or decline to appoint such nominee. Should the President decline to appoint such nominee, the department shall reconvene and select another nominee in accordance with the foregoing procedures. This process shall continue until the President of the College shall have appointed a nominee duly submitted.

2. Filling a Vacancy From Outside the Department

The President, after first consulting with the local Chapter President, and upon a majority vote of the members of a department, may fill a vacancy in a chairmanship by someone not then employed as a member of the faculty of that department.

Upon notification by the President, the Vice President, Academic Affairs, and the Chapter President shall convene a meeting of the members of the affected department at which the members of the department shall elect not fewer than two (2) among them who shall serve as the members of the Search Committee to recruit a candidate or candidates for the vacant position of the Department Chairperson. The Committee shall submit its recommendation to the Vice President of Academic Affairs.

A vacancy in the Department Chairpersonship shall not be filled from outside the department unless the President shall have allocated or reallocated to and authorized the filling of a funded vacant faculty position in that department; provided, however, that such a vacant position shall have not been created by the retrenchment of any unit member.

During the period in which any search is being conducted, the responsibilities of the Department Chairperson shall be discharged, if applicable, by an acting department chairperson.

C. Declaration of a Vacancy

The President of the College shall have the authority to declare that a vacancy exists in the chairmanship of any department; provided, however, that prior to the exercise of such authority, the President of the College, or his designee shall notify, in writing, the members of the department and the Department Chairperson thereby affected of his reasons therefor.

D. Appointment of an Acting Chairperson

The President may appoint an Acting Chairperson to serve during any period when no Chairperson shall have been appointed in accordance with the provisions of this Article or when the Chairperson shall be on leave, incapacitated or otherwise unable to fulfill his duties or upon the declaration of a vacancy or resignation; provided, however, that except in rare and unusual circumstances no person shall be appointed as acting chairperson who is not also a tenured faculty member or, in the alternative, a non-tenured associate or full professor.

E. Recall of Department Chairperson

The parties recognize that the recall of a Department Chairperson by department members is an unusual occurrence and that such recall should be based upon extraordinary circumstances. The parties agree therefore that the following procedures for the recall of a Department Chairperson by department members shall not be used until a Chairperson has served at least one (1) calendar year from the date of appointment, or until an Acting Chairperson has served at least one (1) semester from the date of appointment; provided, however, that in the case of any Acting Chairperson who has been appointed pursuant to the provisions of the foregoing Section D and who is serving in such capacity by reason of the President's having declined to appoint as Chairperson a nominee duly submitted to him pursuant to the provisions of the foregoing Section B, the following procedures for the recall of a Department Chairperson by department members may be used after such Acting Chairperson shall have served in such capacity for a period of not fewer than ten (10) weeks during one (1) or more academic years.

1. Informal Procedure

Within five (5) working days of the receipt of a statement setting forth specific complaints signed by one third (1/3) of all full-time department members, the

Chairperson shall meet to confer with all members of the department. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed statement.

If the complaints are not resolved to the satisfaction of one third (1/3) of the full-time department members, the concerned members shall next meet informally with the Vice President to discuss the matter and obtain, if possible, the Vice President's assistance in reaching an informal settlement of said complaints. Failing this, the department members may then proceed to the formal recall procedures hereinafter prescribed.

2. Formal Procedures

a. Upon presentation to the Vice President of a petition, signed by one third (1/3) of the full-time members of the department, excluding the Department Chairperson, stating specific reasons for recalling the Chairperson, the Vice President shall promptly give fourteen (14) days written notice to all department members setting forth the time, date and place of a meeting to consider the recall petition and to vote on either a motion that the Chairperson continue in office or a motion to recommend to the President that he declare a vacancy to exist in the chairmanship. The Department Chairperson may be present at this meeting.

b. The Vice President and an impartial person from the faculty at large, who shall be elected by the members of the department, shall conduct the recall meeting, and, if the Vice President and the members of the department shall have so decided, shall conduct successor meetings for the same purpose. The Vice President and such impartial person from the faculty at large shall record any subsequent vote(s) taken within the department on this matter.

c. A vote by secret ballot of two thirds (2/3) of all full-time department members shall be required to recommend to the President that he declare a vacancy to exist in the department chairmanship, together with a written record of the minutes of such department meeting, and a record of the number of votes cast; when any such vote has been taken and recorded in the manner prescribed above, the President shall thereupon declare a vacancy to exist in the department chairmanship.

F. Reduction of Workload of Department Chairpersons

In order to permit a Department Chairperson to function effectively as a teacher and at the same time permit him to fulfill his administrative obligations, his teaching load shall, upon request, at Colleges other than Framingham State College be reduced as follows: Chairpersons of departments having three (3) faculty members may have their workload reduced by three (3) semester hours of credit of instruction per year, such reduction to be granted in the academic semester during which the Department Chairperson is required to conduct faculty evaluations pursuant to the provisions of Article VIII of this Agreement; Chairpersons of departments having four (4) to eight (8) faculty members may have their workload reduced by six (6) semester hours of credit of instruction per year; Chairpersons of departments having nine (9) to twelve (12) faculty members may have their workload reduced by nine (9) semester hours of credit of instruction per year; Chairpersons of departments having thirteen (13) to nineteen (19) faculty members may have their workload reduced by twelve (12) semester hours of credit instruction per year; Chairpersons of departments having twenty (20) to twenty-five (25) faculty members may have their workload reduced by fifteen (15) semester hours of credit of instruction per year; and Chairpersons of department having twenty-six (26) or more faculty members may have their workload reduced by eighteen (18) semester hours of credit of instruction per year. At Framingham State College the teaching workload of each Department Chairperson shall, upon request, be reduced as follows: Chairpersons of departments having three (3) faculty members may have their workload reduced by one (1) course per year, such reduction to be granted in the academic semester during which the Department Chairperson is required to conduct faculty evaluations pursuant to the provisions of Article VIII of this Agreement; Chairpersons of departments having four (4) to ten (10) faculty members may have their workload reduced by two (2) courses per year; Chairpersons of departments having eleven (11) to nineteen (19) faculty members may have their workload reduced by three (3) courses per year; Chairpersons of departments having twenty (20) or more faculty members may have their workload reduced by four (4) courses per year.

At the discretion of the President, upon recommendation of the Vice President, and where circumstances so require, the workload of Department Chairpersons may be further reduced. For the purposes of this section, the membership of a department shall be calculated by the number of equivalent full-time teaching members of such department.

Every reduction granted pursuant to the provisions of this section is granted on the express understanding that the Department Chairperson to whom such reduction has ben granted has undertaken to and will discharge those obligations and duties that are set forth in the other provisions of this Agreement and with the further express understanding that the President or his designee is charged with the responsibility for evaluating such Department Chairperson pursuant to Article VIII of this Agreement for the purpose, among others, of ascertaining whether such Department Chairperson is discharging such obligations and duties in accordance with the terms of this Agreement.

G. Workyear and Stipends for Department Chairperson

1. Workyear

During a period cumulatively equal to ten (10) working days, exclusive of the period of the academic year, every Department Chairperson shall be annually required to perform such additional services related to the functions and activities of the College as may be prescribed from time to time by the President or his designee. The days during which such services are to be rendered shall be scheduled such that they fall within the first fifteen (15) days following the end of the academic year or the final fifteen (15) days prior to the commencement of the academic year or both, provided that the total number of days so scheduled shall not exceed ten (10). Such days shall be annually scheduled not later than April 15 of each academic year, and each Department Chairperson shall be notified of such schedule not later than such date. Such schedule may or may not be of uniform application to all Department Chairpersons at a College as the President or his designee may determine.

2. Stipends

In consideration of the foregoing, every Department Chairperson shall be paid an annual stipend in an amount equal to One Thousand Four Hundred Dollars ($1,400.00); provided, however, that any member of the bargaining unit who, in respect of any academic year, shall serve as Department Chairperson for less than the whole of such academic year shall be paid a pro-ration of such stipend for such academic year.

The funds required to be provided pursuant to this subsection (2) shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

H. Establishment of Departmental Committees

The Department Chairperson shall, within thirty (30) days after the date of execution of this Agreement, establish departmental committees as follows:

1. **Departmental Undergraduate Curriculum Committee** A Departmental Undergraduate Curriculum Committee, the membership of which shall consist of the Department Chairperson and such other members of the department as shall be selected pursuant to departmental procedures. In addition, the membership of the committee shall include not fewer than two (2) students who are registered as majors within the department or, in the case of departments without such majors, students who are registered as minors within the department, or in the case of departments with neither such majors nor minors, students with a significant interest in the program of the department.

The Committee shall review and make recommendations concerning the undergraduate curriculum of the department.

The Committee shall from time to time review the long-range educational objectives of the department as those may relate to its academic curriculum and to goals and objectives of the College. The Committee shall also make recommendations concerning the quality of student academic advising in the department and the manner of its most effective delivery to students, interdisciplinary cooperation, innovative instructional techniques, career opportunities for students, or such other related matters as the Committee shall deem appropriate.

In respect of all of the foregoing matters, the Committee shall consider such recommendations and proposals as the Vice President may from time to time submit to the Committee. The Vice President may also meet with the Committee from time to time to discuss matters of mutual concern.

The Committee shall transmit its recommendations through the Department Chairperson to the Vice President.

In considering and making its recommendations on the quality of academic advising in the department and its most effective delivery to students, the Committee shall solicit recommendations and comments from those students who are advisees assigned to members of the department, and shall do so on the form attached hereto as Appendix H.

2. Departmental Graduate Committee

In those departments that sponsor graduate programs, a Departmental Graduate Committee, which shall consist of such members of the graduate faculty in each such department as shall be determined from time to time by the Department Chairperson after consultation with such faculty. The Committee Chairperson shall be determined by majority vote of the Committee. The Committee shall review and make recommendations concerning graduate curriculum, admissions and other related matters. Moreover, the Departmental Graduate Committee shall, from time to time, review the long-range educational objectives of the department in relation to the department's graduate curriculum, and make recommendations concerning interdisciplinary cooperation, career opportunities for students, or such other matters as the Graduate Committee shall deem appropriate. The Committee shall transmit its recommendations to the Department Chairperson for transmission to the Graduate Dean.

3. Ad Hoc Committees

Departmental ad hoc committees may be established from time to time by the Department Chairperson for the consideration of academic matters.

4. Membership

Save as is provided in the foregoing sub-sections (1) and (2), the membership of departmental committees shall be established in accordance with departmental procedures; and only members of the bargaining unit shall be eligible to vote in making recommendations pursuant to the provisions of Section B of this Article VI.

I. Recruitment and Interviewing of Candidates for Departmental Positions

Whenever a vacancy is to be filled, members of a department shall assist in the recruitment and interviewing of candidates for vacancies that exist within such department, provided that the filling of such position shall have been duly authorized by the President or his designee. Such assistance shall be rendered, pursuant to such procedures as may be established from time to time by such department, and shall be rendered upon the request of the Vice President or the Department Chairperson. Recommendations made by the members of such department shall be transmitted to the Department Chairperson, who shall make such additional recommendations as he deems appropriate to the Vice President. Nothing in these provisions shall be deemed to abrogate or qualify the right of the Department Chairperson to participate in the recruitment and interviewing of candidates.

The provisions of this Section I shall be of no application to any person who holds a professional position, and has academic rank and tenure, within the system of State Colleges on the date immediately prior to the date of his appointment, assignment or transfer to a position in a department unless such person shall have voluntarily applied for such position in accordance with the provisions of Section C(7) of Article XX of this Agreement.

J. Program Areas

1. Academic Program Areas

The provisions of this Article VI shall be of no application to any program area; and in the case of any program area that is not a subordinate unit within any department or departments, the President or his designee shall arrange for the discharge, by a member of the faculty in such program area or by such other person as the President or his designee may deem appropriate, of all those responsibilities, provided for in this Agreement, that would otherwise be those of a Department Chairperson.

At the discretion of the President, upon recommendation of the Vice President, and where circumstances so require, a reduction in the workload of any program area head may be granted.

2. Libraries

With effect on July 1, 1984, at any College which, on the first day of any academic year falling within the term of this Agreement, shall have in its employ six (6) or more Librarians who are members of the bargaining unit, the Library shall be constituted and shall be deemed to be a program area. At any such College, the President shall designate one among the librarians who are members of the bargaining unit to discharge, during such academic year, those responsibilities, including, without limitation, the conduct of evaluations, which are required by the provisions of Section A of this Article VI to be performed by a Department Chairperson and which are relevant and appropriate to the conduct of affairs within the Library. The librarian so designated by the President shall be known as the Program Chairperson.

Upon the recommendation of the Vice President and where the circumstances so require, the President shall grant a reduction in the workload of such Program Chairperson commensurate with the duties performed as Program Chairperson.

At such Colleges, the Librarians shall review and make recommendations concerning policies applicable to the operation of the library after consultation with the Director of the Library, if any. Such recommendation shall be submitted in writing to the Director of the Library, if any, and the Vice President.

The members of such Library Program Area shall consider such recommendations and suggestions as the Vice President, the Director of the Library or the Chairperson of the Program area may from time to time submit for consideration.

Not less than once each semester the Vice President, the Director of the Library, if any, and the Program Chairperson shall meet and confer to facilitate the operation of the Library which the parties recognize to be an essential professional service and resource of the College.

At those Colleges at which there are fewer than six (6) professional librarians so employed on the first day of any academic year during the term of this Agreement, there shall be created a Library Policies Committee which shall consist at such College of all such librarians except the Director of the Library. The Committee shall elect a chairperson who shall convene their meetings and shall convey to the Vice President and the Director of the Library the recommendations and suggestions of the committee concerning policies applicable to the operation of the Library which the parties recognize to be an essential professional service and resource of the College.

3. Campus Schools

The Campus Schools shall be deemed to be a program area for the purposes of this Agreement.

K. Departments of Naval Science and Medical Services, Massachusetts Maritime Academy; Department of the Library, Worcester State College; ROTC Programs

This Article VI shall be of no application to the Departments of Naval Science and Medical Services at the Massachusetts Maritime Academy, to the Department of the Library at Worcester State College, to the Media Department at Framingham State College through June 30, 1984, and to any ROTC program at any State College.

ARTICLE VII - PARTICIPATION IN THE DECISION-MAKING PROCESS

A. INTRODUCTION

In recognition of the fact that faculty and librarians have fundamental and unique responsibilities in matters affecting the academic well being of the several state colleges, the parties hereby agree to establish a firm basis for the professional role of faculty, teachers and librarians in the decision-making process at the several state colleges.

It is therefore fitting that such unit members assume a primary role in academic decision making at the several state colleges in accordance with the terms of this Agreement.

B. THE ALL-COLLEGE COMMITTEE: MEMBERSHIP AND RESPONSIBILITIES

1. Establishment of the All-College Committee

In order to insure participation by all members of the bargaining unit, by students and by administrators in the formulation of policies affecting such academic matters of common concern as are hereinafter prescribed, there shall continue to exist at each College the All-College Committee that was constituted and established pursuant to the provisions of Section A(1) of Article VII of the predecessor agreement to this Agreement. Except as otherwise provided in Section M of this Article, the Committee shall consist of five (5) representatives of members of the bargaining unit, three (3) student representatives, and three (3) administrative representatives, who shall be chosen at each College as follows:

a. Selection of Representatives from the Bargaining Unit

The five (5) bargaining unit representatives to the Committee shall be selected under the auspices of the Association on or between May 1 and May 31 of each academic year. Notice of the procedures for selecting unit members shall be published as an official Association communication at least ten (10) days prior to the date on which such selection is to take place. The term of office of each representative shall be from the date of his selection to the date of his successor's selection on or between the May 1 and May 31 next following. All members of the bargaining unit as described in Article I, Section A, of this Agreement shall be eligible for membership on the All-College Committee.

In providing for the selection of unit member representatives to the All-College Committee and to every other committee constituted pursuant to the provisions of this Article VII, the Association agrees to conduct the process of selection fairly and equitably and without reference to whether any member or members of the bargaining unit is or are a member or members of the Association.

b. Selection of Student Representatives

The three (3) student representatives to the Committee shall be chosen under the auspices of the Student Government Association within thirty (30) days after the student ratification of this Article in accordance with Section G hereof and, thereafter, on or between April 15 and May 31 of each succeeding academic year; provided, however, that at the Massachusetts Maritime Academy, of the three (3) student representatives, one (1) shall be chosen under the auspices of the Student Government Association and two (2) under the auspices of the cadet officers of the Regiment of Cadets, in both instances within the aforesaid limits of time. Notice of the procedures for selecting student members shall be published as an official College communication at least ten (10) days prior to the date on which such selection is to take place. The term of office of each student representative shall be from the date of his selection to the date of his successor's selection on or between the April 15 and May 31 next following. All full-time students of the College shall be eligible to serve on the All-College Committee.

c. Administrative Representatives

The three (3) administrative representatives to the Committee shall be appointed from time to time by the President of the College and shall serve at his discretion. Notice of appointments shall be thereafter published as an official college communication.

d. Vacancies on the All-College Committee

In the event that any duly selected member of the bargaining unit or student representative to the Committee shall be unable or unwilling to serve in that capacity, the Chapter President or the President of the Student Government Association, as the case may require, shall appoint a successor representative to complete the term of the retiring member. Such selection shall be made within thirty (30) days after the Chairperson of the Committee shall have given notice to either such President that such a vacancy exists.

2. Officers of the All-College Committee

At the first meeting of the Committee convened after the date of execution of this Agreement and, thereafter, at the first meeting of the Committee following May 31 in any calendar year, which meeting shall be convened by the President of the College or his designee during the academic year and prior to September 15 in such year, a Chairperson, a Vice-Chairperson and a Secretary of the Committee shall be elected by and from among the membership thereof; provided however, that the Chairperson of the All-College Committee shall be a unit member elected by and from among the members of the Committee. All nominations shall be from the floor and elections shall be by written ballot. A majority vote of all the members present shall be necessary for the election of each such officer. The officers of the Committee shall serve until the next subsequent election and shall take office immediately upon election. An officer shall be eligible for re-election.

Whenever, other than by virtue of the expiration of a term of office, there shall be a vacancy in any office of the Committee, then, pursuant to the procedures prescribed in this sub-section, there shall be an election of such officer as may be required to fill the vacancy until expiration of the then current terms of office.

3. Duties of Officers

a. The Chairperson shall:

i. Preside at all meetings of the All-College Committee;

ii. Make provision for the discharge *pro tempore* of the duties of members who are absent; and

iii. Carry out assignments and instructions given to him by vote of the Committee.

b. The Vice-Chairperson shall:

i. Be an aide to the Chairperson; and

ii. In case of the absence or disability of the Chairperson *pro tempore*, assume and perform the duties of the Chairperson.

c. The Secretary shall:

i. Maintain minutes, records and reports of the Committee; and

ii. Regularly forward copies of such minutes, records and reports to the members of the Committee, the President of the Student Government Association, the Chapter President, the President of the College, and the Department Chairpersons for posting.

The administration shall endeavor to make secretarial help available to enable the Chairperson and Secretary of the Committee to fulfill the duties of their offices.

4. Meetings of the All-College Committee

The Committee shall meet regularly during the academic year at such times and places as may be convenient to its members and in such manner as will permit it to complete its work. In the case of all meetings, an agenda shall be published. The Committee shall meet at the call of its Chairperson or at the request of a majority of any constituency of voting representatives.

The All-College Committee shall establish an Executive Committee with full power to meet and carry out the work of the All-College Committee during the months of June, July and August and at such other times when the College is in recess for ten (10) or more consecutive working days. The membership of the Executive Committee shall consist of six (6) individuals drawn from the membership of the All-College Committee. The six (6) members shall be selected by the All-College Committee and shall include two (2) bargaining unit representatives, two (2) student representatives and two (2) administrative representatives. During such period, a quorum of the Executive Committee shall consist of one (1) bargaining unit representative, one (1) student representative and one (1) administrative representative.

5. Responsibilities of the All-College Committee

The All-College Committee shall encourage the participation of all members of the bargaining unit, members of the College administration, and members of the student body in the process of decision making. The Committee shall be the primary agency for coordinating and implementing such participation in accordance with the provisions of this Article. Whenever any matter is submitted by any person who is a member of the College community for consideration by the All-College Committee or any of its standing committees, such matter shall be submitted to the All-College Committee and shall thereafter be referred by the Committee to such standing committee, if any, within whose purview such matter falls; provided, however, that in the event that there shall be no standing committee within whose purview such matter falls, the All-College Committee shall, in accordance with Section D(3) hereof, refer such matter to an ad hoc committee. Such assignments to standing committees shall be made in accordance with the duties of such committees as they are hereinafter set forth.

Through the vehicle of official minutes, the All-College Committee shall monitor the proceedings of the standing committees constituted pursuant to the provisions of this Article. All recommendations and reports from any standing or ad hoc committee shall, without exception, be made to the All-College Committee in accordance with the provisions of this Agreement. The All-College committee, may, if it deems it appropriate, request a delay in administrative action on any recommendation made by any standing committee(s) for the purpose of conducting its own review and making a recommendation in respect thereof; provided that such review shall be conducted and such recommendation shall be made within thirty (30) working days of the date on which such delay is requested unless in any particular case the President of the College shall have extended such period. The All-College Committee at a meeting duly called for such purpose, may by majority vote submit to the President recommendations concerning the subject matter of any recommendation or report received by it from any standing or ad hoc committee. Whenever any such recommendation of the All-College Committee shall be contrary in whole or in part to any such recommendation or report of a standing or ad hoc committee, the All-College Committee shall, with its own recommendation, transmit to the President a copy of the recommendation or report of such committee. When conducting its own review of a matter, the All-College Committee shall make every effort to resolve any conflicts and difference in the recommendations of standing committees prior to their being transmitted by such committees to the appropriate administrative officer.

The All-College Committee shall be empowered to take up and act upon any recommendation, report or other matter submitted to it by a standing committee, provided that there shall be a majority from any one constituency voting in favor of a motion to take such matter up.

A copy of all minutes of the All-College Committee, together with any reports and recommendations shall be sent to the administrative officer within whose purview such matter falls and to the President of the College, to the Chapter President and to the President of the Student Government Association.

C. THE PRESIDENT OF THE COLLEGE: ROLE AND RESPONSIBILITIES

All recommendations of the All-College Committee, or of any of its standing committees, or of any other committee established under the terms of this Agreement shall be transmitted through appropriate channels to the President of the College for final review.

In reviewing such recommendations and prior to making any decision in respect of the specific subject matter thereof, the President shall consider any recommendations, then current, made by any committee or other body in respect of such specific subject matter, giving due weight to the knowledge and expertise of the members of such committee or other body. Whenever the President shall have declined to accept, in whole or in part, any recommendation made to him pursuant to the provisions of this Article, he shall, within a reasonable time thereafter, transmit his reasons therefor in writing to the committee or other body by which such recommendation shall have been made.

The parties hereby recognize and agree that, without derogating from the exclusive rights of the Association as those are provided for in Chapter 150E of the General Laws, the President and the Board may, in making decisions and in considering recommendations, consult with those persons or bodies that he or it think necessary or desirable.

D. COMMITTEES OF THE COLLEGE

1. Standing Committees of the College

a. Establishment of the Standing Committees of the College

From and after the date of execution of this Agreement, there shall continue to exist at each College the following standing committees:

i. Curriculum Committee

ii. Academic Policies Committee

iii. Student Affairs Committee

iv. Long Range Planning Committee

all as the same were constituted and established pursuant to the provisions of Section C of Article VII of the predecessor agreement to this Agreement.

At the option of the All-College Committee a Teacher Education Council as is hereinafter provided, may be established as a Standing Committee at any College.

i. Curriculum Committee

The Curriculum Committee shall consist of sixteen (16) members of the bargaining unit, three (3) students, and three (3) administrators; provided, however, that in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, the Curriculum Committee shall be composed of ten (10) members of the bargaining unit, two (2) students, and two (2) administrators.

The representatives of the bargaining unit shall be selected under the auspices of the Association from among the members of the bargaining unit who are employed at the College, within such departments. The representatives so selected shall serve until their successors are chosen pursuant to these provisions between May 1 and May 31 of each calendar year.

Representatives chosen from among the members of the bargaining unit in accordance with the foregoing provisions shall be eligible to succeed themselves as representatives to the Curriculum Committee.

The term of office of each such representative shall commence immediately upon his selection and shall continue until his successor is chosen in accordance with the provisions of this paragraph (i).

All members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Curriculum Committee.

Within thirty (30) days after the date on which the students at each College shall have ratified this Article in accordance with the provisions of Section G hereof, the student representatives shall be selected under the auspices of the Executive Committee of the Student Government Association at the College; provided, however, that notwithstanding the foregoing, only such students who will be full-time juniors or seniors during their service in office shall be eligible to be selected to serve as such representatives; and provided further that at the Massachusetts Maritime Academy, one (1) of such representatives shall be chosen under the auspices of the cadet officers of the Regiment of Cadets. The representatives first so selected shall serve until their successors are chosen pursuant to these provisions between April 15 and May 31 of each calendar year. The administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his discretion.

ii. Academic Policies Committee

The Academic Policies Committee shall consist of sixteen (16) members of the bargaining unit, at least one (1) of whom shall be a librarian, three

(3) students, and three (3) administrators; provided, however, that in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College, the Academic Policies Committee shall be composed of ten (10) members of the bargaining unit, at least one (1) of whom shall be a librarian, two (2) students, and two (2) administrators.

The representatives of the bargaining unit shall be selected from among members of the bargaining unit who are employed at the College, such selection to be made in accordance with the applicable provisions of the foregoing paragraph (i). The representatives so selected shall serve until their successors are chosen pursuant to the foregoing provisions between May 1 and May 31 of each calendar year.

Representatives chosen from among the members of the bargaining unit shall be eligible to succeed themselves as representatives to the Academic Policies Committee.

The term of office of each such representative shall commence immediately upon his selection and shall continue until his successor is chosen in accordance with the foregoing provisions.

All members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Academic Policies Committee.

Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of Section G hereof, the student representatives shall be selected in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy, one (1) of such representatives shall be selected under the auspices of the cadet officers of the Regiment of Cadets and one (1 under the auspices of the Executive Committee of the Student Government Association. The representatives first so selected shall serve until their successors are chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The Administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his discretion.

iii. Student Affairs Committee

The Student Affairs Committee shall consist of five (5) members of the bargaining unit, nine (9) students, and five (5) administrators.

The representatives of the bargaining unit shall be selected from among the members of the bargaining unit who are employed at the College, such selection to be made in accordance with the applicable provisions of the foregoing paragraph (i). The representatives so selected shall serve until their successors are chosen pursuant to the foregoing provisions between May 1 and May 31 of each calendar year.

Representatives chosen from among the members of the bargaining unit shall be eligible to succeed themselves as representatives to the Student Affairs Committee.

The term of office of each such representative shall commence immediately upon his selection and shall continue until his successor is chosen in accordance with the foregoing provisions.

All members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Student Affairs Committee.

Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of Section G hereof , the student representatives shall be selected, from any class at the College, in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy, five (5) of such representatives shall be selected under the auspices of the Executive Committee of Student Government Association and four (4) under the auspices of the cadet officers of the Regiment of Cadets. The representatives first so selected shall serve until their successors are chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The administrative representatives to the Committee shall be appointed by the President of the College and shall serve at his discretion.

iv. Long-Range Planning Committee

The Long-Range Planning Committee shall

consist of five (5) members of the bargaining unit, one (1) student, and one (1) administrator.

The representatives of the bargaining unit shall be selected from among the members of the bargaining unit who are employed at the College, such selection to be made in accordance with the applicable provisions of the foregoing paragraph (i).

The representatives first so selected shall serve until their successors are chosen pursuant to the foregoing provisions between May 1 and May 31 of each calendar year.

Representatives chosen from among the members of the bargaining unit shall be eligible to succeed themselves as representatives to the Long-Range Planning Committee.

The term of office of each such representative shall commence immediately upon his selection and shall continue until his successor is chosen in accordance with the foregoing provisions.

All members of the bargaining unit as set forth in Article I, Section A, of this Agreement shall be eligible to serve as representatives to the Long-Range Planning Committee.

Within thirty (30) days after the date on which the students shall have ratified this Article in accordance with the provisions of Section G hereof, the student representative shall be selected, from among the sophomores, juniors and/or seniors at the College, in accordance with the applicable provisions of the foregoing paragraph (i); provided, however, that at the Massachusetts Maritime Academy such representative shall be selected under the auspices of the cadet officers of the Regiment of Cadets. The representative first so selected shall serve until his successor is chosen pursuant to the foregoing provisions between April 15 and May 31 of each calendar year.

The administrative representative to the Committee shall be appointed by the President of the College and shall serve at his discretion.

b. Responsibilities of the Standing Committees

i. Curriculum Committee

After receiving from the All-College Committee any recommendations submitted by any Department

Chairperson or by any member of the College community, and after consultation with any appropriate department or departments, the Curriculum Committee shall from time to time prepare and transmit to the Vice President reports and recommendations with respect to the general coordination and improvement of the College's academic program. In carrying out this charge, the Committee shall evaluate and make recommendations concerning the following:

A. All deletions from, additions to, or changes in the College inventory of courses;

B. Major and general educational requirements and proposed changes therein; and

C. Proposals for new major programs of study.

In addition to the foregoing, the Committee shall from time to time conduct a College-wide study of the overall academic program in order to consider and propose major changes in the curriculum design.

Prior to making any decision to establish or disestablish any department at the College, the President shall inform the Curriculum Committee of such intended or pending decision, and the Curriculum Committee may thereafter make any such recommendation in respect thereof as it may deem appropriate. No other provision of this Article VII shall apply to any such decision.

ii. Academic Policies Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Academic Policies Committee shall from time to time prepare and transmit to the Vice President reports and recommendations with respect to the following:

A. The academic calendar;

B. Academic standards;

C. Standards for admission to the College;

D. Policies governing selective retention;

E. Educational services that the College should render to the local community; and

F. Library Services.

iii. Student Affairs Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Student Affairs Committee shall from time to time prepare and transmit to the Vice President, Student Services, reports and recommendations with respect to the following:

A. Needs of the student population to be served;

B. Student activities, including, at the Massachusetts Maritime Academy, activities of the Regiment of Cadets; and

C. Student participation in the cultural and social activities of the College.

The Committee shall make studies of the practices, policies and trends related to student life at other institutions of higher education in the Commonwealth and in the nation.

iv. Long-Range Planning Committee

After receiving from the All-College Committee any recommendations submitted by any member of the College community, the Long-Range Planning Committee shall from time to time prepare and transmit to the Executive Vice President, or to such other administrator as may be designated from time to time by the President of the College, reports and recommendations with respect to the following:

A. Long-range plans and policy related to the development and utilization of space and facilities at the College;

B. Long-range plans and policy related to the use and availability of faculty support services; and

C. "Five-Year Plans" as they relate to space and facilities.

2. Graduate Education Council and Special Committees of the College

a. Establishment of a Graduate Education Council

In addition to the foregoing standing committees, there shall be established at each College at which there is a graduate education program a Graduate Education Council.

The membership thereof shall be as follows:

i. The President of the College shall appoint three (3) administrators who shall serve at his discretion;

ii. Under the auspices of the Association, three (3) members of the graduate faculty shall be selected from among all members of the graduate faculty of the College; and

iii. The members of the Committee selected pursuant to the foregoing provisions shall elect one (1) member who shall be a student at the College enrolled in two (2) or more graduate courses.

The terms of office of members of the Committee shall be for the term of this Agreement. Whenever a vacancy shall have occurred in the membership of the Committee, such vacancy shall be filled pursuant to the applicable provisions of the foregoing paragraph.

Nothing in the foregoing provisions of this paragraph (a) shall be deemed to disestablish or otherwise impair the continued existence of any Graduate Education Council constituted and established pursuant to Section C(2) of Article VII of the predecessor agreement to this Agreement.

b. Responsibilities of the Graduate Education Council

Matters in respect of which the Council may make reports and recommendations shall be the following:

i. The changing of course requirements within the existing graduate curricula; and

ii. The addition of new courses and the deletion of existing courses within such curricula.

The Council shall also hear appeals from graduate students related to the College's graduate program.

c. Reporting Procedure Applicable to the Graduate Education Council

Anything in this Article VII to the contrary notwithstanding, every report and recommendation made by the Graduate Education Council shall be transmitted directly to the President of the College through the Academic Vice President, and a copy thereof shall be transmitted to the Chapter President and to the Chairperson of each department that sponsors a graduate program. No such report or recommendation shall be required to be transmitted to the All-College Committee or to any standing or other committee thereof.

d. Establishment of Special Committees of the College

Whenever the President of the College, the Chapter President and, by a majority vote thereof, the All-College Committee shall have agreed upon the establishment of any special committee at any College, such committee shall be established in accordance with the terms of such agreement and shall have such responsibilities and membership and shall exist for such term, not being greater than the term of this Agreement, as shall have been so agreed upon. Any such special committee so established shall be governed by any and every provision of this Agreement, except to the extent that the contrary shall have been so agreed upon, that is of general application to the standing committees otherwise established pursuant to the provisions of this Agreement; provided, however, that the provisions of Section G of this Article shall be of no application to the establishment of any such committee.

3. Ad Hoc Committees

a. Establishment of Ad Hoc Committees

Upon a majority vote, of the members of any one of its three (3) constituencies, or upon the request of the President, the All-College Committee shall from time to time establish one or more ad hoc committees of the College to make recommendations and reports to the Committee in respect of any matter duly referred to it by the Committee pursuant to the provisions of this Agreement. No such ad hoc committee shall be constituted for the purpose of receiving, nor shall any such committee receive, any assignment regarding a matter falling within the purview of any standing committee, any Graduate Education Council, any special committee including the Sea Term Council at the Massachusetts Maritime Academy, constituted pursuant to the terms of this Agreement; nor shall any ad hoc committee be constituted for the purpose of receiving, and no such committee shall receive, any assignment regarding any matter agreed to be dealt with through any other process or procedure prescribed or deferred to by this Agreement; nor shall any ad hoc committee be constituted for the purpose of receiving, and no such committee shall receive, any assignment regarding any matter of the kind described in Section J.

Every such ad hoc committee shall be responsible to the Committee for the completion of its assignment.

b. Membership of Ad Hoc Committees

The membership of any ad hoc committee shall consist of at least one (1) representative from the bargaining unit, one (1) student, and one (1) administrative representative and shall in every case consist of an equal number of voting members from among the bargaining unit, students and administrators respectively, of the All-College Committee. The number of such representatives shall be determined by the All-College Committee. The representative or representatives of the bargaining unit shall be selected under the auspices of the Association; the student representative or representatives shall be selected under the auspices of the Student Government Association and, at the Massachusetts Maritime Academy, the Regiment of Cadets; and the administrative representative or representatives shall be selected by the President.

The ad hoc committee may also invite an administrator, a member of the bargaining unit and/or a student having expertise in the matter being considered by the committee, to assist it in a consultative capacity.

4. Committee Reporting Procedures and Meetings

a. Reporting Procedures

Each of the aforesaid committees, excluding the Graduate Education Council but including any ad hoc committee, shall submit reports and recommendations to the All-College Committee in accordance with the following procedures:

At the time of its submission of any final report and/or recommendation to the All-College Committee, each committee shall simultaneously submit such final report and/or recommendation to the following; namely:

i. the Chapter President; and

ii. the President of the Student Government Association and, in the case of the Massachusetts Maritime Academy, the student commanding officer of the regiment of cadets; and

iii. such administrator as may from time to time be designated for such purpose by the President in respect of such committee.

Not later than May 15 of each academic year, each standing committee shall submit to the All-College Committee and to the President a report setting forth its activities during such academic year.

b. Meetings

Each standing committee shall meet regularly during the academic year at such times and places as may be convenient to its members and in such manner as will permit it to complete its work. The College calendar may prescribe a regular weekly period during which classes are not normally scheduled in order thereby to provide a convenient time during which members of the academic community may attend meetings of the All-College Committee and its committees.

Each member of the All-College Committee and of any of its committees shall have one vote.

Not less than annually, each committee shall elect a Chairperson by a majority vote of all the committee members present at a meeting called for such purpose; each committee shall also elect a secretary who shall record minutes of each meeting of the committee and maintain its records and reports, and who shall regularly forward copies of minutes, records and reports to the Chapter President and the President of the College.

Every committee shall have the prerogative of asking the advice and assistance of any student, member of the bargaining unit, administrator or department committee in the performance of its responsibilities.

5. Notice of Appointments and Selections

Written notification of all appointments and selections to the All-College Committee and to its committees shall be sent by the President of the College, the Chapter President or the President of the Student Government Association, as the case may require, to the All-College Committee, the President of the College, the Chapter President and the President of the Student Government Association.

6. Filling Vacancies on Committees

In the event that any duly selected representative of the bargaining unit, any student representative or any administrative representative serving on any standing, special or ad hoc committee, including the Graduate Education Council, shall be unable or unwilling to serve in that capacity, the Chapter President, the President of the Student Government Association or the President of the College, as the case may require, shall, pursuant to the applicable provisions of this Article, provide for the filling of the vacancy thereby created for the purpose of completing the term of the retiring member.

7. Establishment of a Sea Term Council at the Massachusetts Maritime Academy

a. Membership

The President of the Massachusetts Maritime Academy may establish a Sea Term Council whose membership, if so established, shall consist of the following:

- i. The Chairpersons of the Departments of Marine Transportation and Marine Engineering;
- ii. A member of the bargaining unit from the Department of Marine Transportation and the Department of Marine Engineering;
- iii. Master, Chief Engineer or Chief Mate of the training vessel;
- iv. The Commandant of Cadets; and
- v. Three (3) student representatives.

The three (3) student representatives shall be chosen annually in an election conducted under the auspices of the Executive Council of the Student Government Association. One (1) such representative shall be a member in good standing of the second, one (1) of the third, and one (1) of the fourth class of cadets at the Academy.

b. Responsibilities

The Sea Term Council, if so established, shall make recommendations to the President, by way of the Vice President and the Vice President, Student Services and Maritime Training, concerning the following:

- i. The itinerary of the annual Sea Term;
- ii. The training program of the annual Sea Term; and
- iii. The staffing requirements for the annual Sea Term.

E. ROLE OF THE ASSOCIATION AND OF THE STUDENT GOVERNMENT ASSOCIATION

The College Chapter of the Association by its duly constituted officers, and the Student Government Association at each College, by its duly constituted officers, may, respectively, submit a recommendation to the President in respect of any matter that is the subject of a prior recommendation made by the All-College Committee, by any standing committee, including the Sea Term Council at the Massachusetts Maritime Academy and the Graduate Education Council, any special committee or any ad hoc committee, as they or either of them may deem appropriate.

Whenever the Chapter President and the President of the Student Government Association, or either of them, shall, within five (5) days following the receipt of such recommendation, have given written notice to the President of an intention to make a recommendation in respect of such prior recommendation, the College Chapter of the Association or the Student Government Association may, having given such notice, make any such recommendation within ten (10) days following the receipt of such prior recommendation; provided, however, that whenever, prior to the expiration of such ten (10) day period, the Chapter President and the President of the Association, or either of them, having given such notice, shall have given further notice of an intention to discuss such prior recommendation at a meeting of the faculty or of the students, as the case may be, the College Chapter of the Association or the Student Government Association may, having given such further notice, make any such recommendation within fifteen (15) working days following the receipt of such prior recommendation. Nothing in the foregoing shall be deemed to prohibit either the Chapter President or the President of the Student Government Association from giving both of the aforesaid notices within five (5) days following the receipt of the recommendation in question.

Until the expiration of such period of time or until his receipt of any such recommendation from the College Chapter of the Association or from the Student Government Association, whichever shall first occur, the President shall make no final decision in respect of the matter that is the subject of such recommendation.

F. PLANS FOR ACADEMIC REORGANIZATION

Prior to implementing in whole or in part any plan of a kind described in Section A of Article XA and of Article XB of this Agreement, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure, at any one or more of the State Colleges, the Board of Trustees, or the Board of Regents as the case may be, shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any College, through the President of such College to the All-College Committee. A copy of the same shall also be transmitted to the Chapter President and to the President of the Association. Upon its receipt thereof, the All-College Committee shall refer the same to any such standing committee or committees within whose jurisdiction such plan or part thereof falls, but only to the extent, in the case of each such standing committee, that such plan or part thereof so falls.

At the time of such transmittal, the appropriate Board, acting through the President, shall give written notice to the All-College Committee of the date by which any final recommendation or recommendations are required to be submitted to the President, pursuant to the provisions of this Article VII, in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan or plans; and provided further that if after its receipt of any recommendation or recommendations from any standing committee, the All-College Committee shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date or dates that are established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of any such recommendation made, whether by the All-College Committee or otherwise, pursuant to the provisions of this Article VII, anything in such provisions to the contrary notwithstanding.

G. STUDENT ELIGIBILITY

No student may be selected to or continue to serve on the All-College Committee or any committee established hereunder who is not a full-time student and in good academic standing.

H. STUDENT PARTICIPATION IN DECISION-MAKING

1. Acceptance

The parties hereto expressly agree that at each College student participation as provided in this Article shall be subject to acceptance of the terms of this Article to be evidenced by a vote, taken by secret ballot, of the student body which shall be determined by a referendum to be conducted by the Student Government Association at each College not later than sixty days following the date of execution of this Agreement. Every student shall be eligible to vote. A majority of those voting shall be required for acceptance. Acceptance by such vote shall be for the term of this Agreement. The referendum question shall be as follows:

"Shall the students of ______________________ College participate in decision-making at the college as provided for in the contract executed between the Massachusetts Teachers Association/MSCA and the Board of Regents of Higher Education? Yes ______________________ No________________________" A majority of the votes cast shall determine acceptance or rejection.

(Acceptance or rejection shall in no way affect the entitlement of students to participate in other duly authorized student or campus organizations.)

The ballots cast in such referendum shall be counted at a meeting open to members of the College community and shall, after completion of the tally, be kept for the duration of this Agreement in the records of the Student Government Association.

2. Effectiveness

Acceptance of this proposal by the students of the College in accordance with the provisions of this Article shall be a condition precedent to the right, at such College, of students to participate in the decision-making procedures provided herein. Non-acceptance shall make the terms of this Article, insofar as they grant to students the right to participate in such decision-making procedures, null and void, but shall in no way otherwise impair any other term of this Article or of this Agreement.

I. COMPLIANCE WITH BOARD TIME SCHEDULES

The parties agree that any assignment, report, recommendation or other action of any committee provided for in this Article shall be completed in compliance with such reasonable time schedules as may be established from time to time by the Board or the President.

Written notice of such time schedules shall be provided by the President of the College to the Chairperson of the All-College Committee, the Chapter President and the President of the Student Government Association. Notice to the All-College Committee shall be deemed to be notice to all other committees established by or pursuant to the provisions of this Article. In the event that any such committee, having received such notice, shall not have so completed its work, the President or the Board, as the case may be, may in his or its discretion make such recommendations or take such actions as he or it deem appropriate, and the making of such recommendations or the taking of such actions shall not be in violation of the procedures set forth in any provision of this Agreement.

J. TRUST FUNDS

Anything in this Agreement to the contrary notwithstanding, no provision of this Article VII shall be of any application to any person, committee, council or body to the extent that such person, committee, council or body has any responsibilities concerning the administration of any trust fund or funds at any College or Colleges; nor shall any provision of this Article VII be of any application to the curriculum, or to any course of the curriculum, of the Department of Naval Science at the Massachusetts Maritime Academy.

K. SYSTEM-WIDE TASK FORCES

1. Whenever a System-wide task force is formed, the Chancellor shall inform the President of the Association of the creation of that task force and provide the purview of that task force.

2. In the selection of unit members to serve on the task force, the Chancellor shall make requests to the College President to select unit members to serve on the task force; provided, however, that prior to making such a selection, the President of the College shall meet and confer with the local Chapter President.

L. CONFLICT OF INTEREST

No member of the All-College Committee, its standing, special and ad hoc committees, shall be permitted to serve as such while he or she is simultaneously performing duties as a member of any institutional Board of Trustees or the Board of Regents of Higher Education.

M. DATES OF APPLICATION

At each College the provisions of the predecessor Agreement dated June 29, 1980 shall continue to be of application to the participation in the decision making process from and after the date of execution of this Agreement through the current academic year at each College except as follows:

1. That the provisions of Section H governing acceptance shall be implemented as provided in such Section;

2. Sections B and D shall be of effect as of May 1, 1984 for the purpose of the election, selection, or appointment, as the case may be, and

3. Sections F, G, K, L and this Section M shall be effective as of the date of execution of this Agreement.

Otherwise, the provisions of this Article shall be of application on and after July 1, 1984.

ARTICLE VIII - EVALUATIONS

Evaluations are conducted for the purposes of making personnel decisions, encouraging and assessing professional and pedagogical experimentation, and assisting members of the academic community in the improvement of performance and programs.

No written materials shall be used in the conduct of any evaluation pursuant to the provisions of this Article VIII except such materials as shall have been submitted at the commencement of such evaluation in accordance with the provisions of Sections B(2)(c), D(1), or D(2) thereof. Every member of this bargaining unit who is the subject of any such evaluation shall be entitled to see and inspect all such materials.

All evaluations conducted pursuant to this Article shall be performed in accordance with the applicable academic personnel calendar attached hereto as Appendix M.

Incidental observations of any unit member shall not be used, in whole or in part, in any matter whatsoever, in conducting an evaluation pursuant to the provisions of this Agreement.

All members of the bargaining unit at each College, other than those who are campus school teachers, shall be evaluated in accordance with the following provisions.

A. Criteria for Evaluations

1. Criteria for the Evaluation of Faculty

The following criteria shall be used in the evaluation of all members of the faculty:

a. teaching effectiveness, including lectures, seminars, internships and independent study;

b. academic advising, as it is prescribed in Section A(3) of Article XII.

c. continuing scholarship, including contributions to the content and pedagogy of the discipline as evidenced by the participation in and contributions to the improvement and development of academic programs or academic services of the college, or, where applicable, artistic or other creative activities; and membership or participation in or contributions to professional organizations and societies or, at the the option of the faculty member, research as demonstrated by published or unpublished work or relevant graduate study, including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree.

d. other professional activities which by way of example shall include such matters as public service, and contributions to the professional growth and development of the college community.

e. Such responsibilities, if any, as may be assumed by a faculty member in lieu of, in whole or in part, the normal faculty teaching workload in academic subject areas by serving as the Chairperson of any department or as the head of a program area pursuant to Article VI, by performing services in a counseling center, facility or program pursuant to Section A(3)(b) of Article XII, by discharging any alternate professional responsibilities pursuant to Section D of Article XII, and/or by undertaking any program of professional development pursuant to Article XIV.

2. Criteria for the Evaluation of Librarians

The following criteria shall be used in the evaluation of all librarians, including all librarians at Worcester State College:

a. effectiveness in performing assigned responsibilities within the library;

b. effectiveness in rendering assistance to students, faculty and the academic community;

c. continuing scholarship, including contributions to the content and pedagogy of the discipline as evidenced by the participation in and contributions to the improvement and development of library programs or library services of the college, and membership or participation in or contributions to professional organizations and societies or, at the option of the librarian, research as demonstrated by published or unpublished work or relevant graduate study including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree.

d. other professional activities which by way of example shall include such matters as public service, and contributions to the professional growth and development of the college community.

e. Such responsibilities, if any, as may be assumed by a librarian in lieu of, in whole or in part, the normal librarian workload in library service areas by serving as the Chairperson of the library, by discharging any alternate professional responsibilities pursuant to Section D of Article XII, and/or by undertaking any program of professional development pursuant to Article XIV.

3. Application of the Criteria

The foregoing criteria are to be used as a measure with reference to each work year or years in respect of which an evaluation is being conducted. The overall evaluation of each member of the bargaining unit will be based upon his entire professional performance each such year or years, and, in the conduct of any such evaluation, regard may properly be had to evaluations conducted in respect of any prior year or years.

The basis for every evaluation shall be professional quality demonstrated with reference to each of the applicable criteria. Whenever any member of the bargaining unit is being evaluated as a candidate for promotion, such criteria shall be applied together with the requirements applicable to promotion to the rank for which such person is a candidate; and whenever any member of the bargaining unit is being evaluated for tenure, such criteria shall be applied together with the applicable provisions of Articles IX and XX of this Agreement.

In cases where consideration shall be given to the performance of a member of the bargaining unit during any prior review period when evaluating the unit member's performance during the current review period, the then applicable criteria as set forth in the predecessor Agreement or Agreements shall be applied only to the applicable review period or periods.

4. Selection of Continuing Scholarship Criteria:

Not later than April 30 or each year (and in the case of any unit member in the first year of his employment not later than September 30 of such year), each unit member shall submit to his Department Chairperson, Director of the Library, or Chairman of the Library, as the case may be, a written statement identifying the criteria for continuing scholarship upon which he shall be evaluated for the purpose of any evaluation conducted with respect to the next following academic year; it being the understanding of the parties that those criteria selected by any unit member on or before September 30 of the first year of his employment shall be the basis upon which such unit member shall be evaluated in respect of any review period that encompasses, whether in whole or in part, such first year of his employment. The selection of such criteria shall be made on the form provided herein as Appendix A-1 or A-2 of this Agreement.

B. Frequency of Evaluations

1. Non-Tenured Members of the Bargaining Unit

Every non-tenured member of the bargaining unit shall be evaluated annually.

2. Tenured Unit Members

a. Any tenured unit member who has signified that he wishes to be considered for promotion shall be evaluated during the academic year preceding the academic year in which such promotion, if granted, would first have effect.

b. Any member of the bargaining unit who has applied to be considered for a Distinguished Service Award in accordance with the applicable provisions of Article XIII of this Agreement shall be evaluated during the academic year in which such award, if granted, would first have effect.

c. Whenever any tenured member of the bargaining unit shall not have been evaluated pursuant to the preceding paragraphs (a) and (b) during the term of this Agreement, the Department Chairperson shall, during the first semester of the academic year 1985-1986, review the performance of said tenured unit member. Review materials shall consist of:

i. student evaluations

ii. an updated resume

iii. additional evaluation reports for equivalent non-teaching duties including the department chairmanship, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development.

iv. course documents

The Department Chairperson shall certify to the Academic Vice President that said tenured unit member has been reviewed and is performing in a satisfactory or unsatisfactory manner using the form provided as Appendix D-3 of this Agreement.

d. Upon the recommendation of the Department Chairperson, Director of the Library, or Chairperson of the Library, as the case may be, or the Academic Vice President, the President may require any tenured unit member to be evaluated for the purpose of considering the taking of any other personnel action. In such case, the President, or his designee, shall provide the unit member with written notice of such determination and a statement of the reason(s) therefore. Such an evaluation may be conducted once during an academic year. The evaluation shall be conducted in accordance with the terms of the Agreement and shall be completed within sixty (60) days of such notice.

C. Periods Related to Evaluations

1. Review Period

A "review" period is the period within which falls the performance that is the subject of an evaluation.

A review period shall not encompass any period that falls without the work year of the member of the bargaining unit being evaluated.

a. In the case of any member of the bargaining unit who is in the first or second year of his employment, the review period shall be that which commences on the date of his first employment and ends on the date of commencement of his evaluation during such year.

Any faculty member who is initially employed as such with effect for or during the second semester in any academic year shall be evaluated for the first time pursuant to this Article VIII during the next academic year. The evaluation period for that first evaluation shall be the evaluation period described in the preceding paragraph and shall encompass the period of his employment during the preceding academic year.

Nothing in this or any other provision of this Agreement shall prohibit any College from terminating, in accordance with this Agreement, any such faculty member's employment at the end of his first semester of employment regardless of the fact that no evaluation shall have been conducted during that semester.

b. In the case of all other members of the bargaining unit, the review period shall be that which encompasses all work years since the end of the last review period.

c. In the case of any member of the bargaining unit who is being evaluated for tenure, the review period shall encompass the entire period of full-time service that has been included in computing such member's eligibility to be considered for tenure.

d. In the case of any member of the bargaining unit who is being evaluated for promotion, the review period shall encompass the entire period of full-time service since the member of the bargaining unit's last promotion, if any, or the date in which he commenced employment in his present rank.

e. Nothing herein contained shall prohibit consideration being given to the performance of a member of the bargaining unit during any prior review period when evaluating said member's performance during the most current review period.

2. Evaluation Period

An evaluation period is that period during which an evaluation is conducted. In the case of any faculty member who is not being considered for a personnel action, such period shall commence not sooner than the expiration of the review period and shall end not later than the date such evaluation is transmitted to the President.

In the case of any faculty member who is being considered for a personnel action, the evaluation period shall commence not sooner than the expiration of the review period and shall end not later than the date on which the President submits or declines to submit recommendations to the Board of Trustees. Nothing in this provision shall be deemed to prohibit the extension of any such evaluation period in accordance with the provisions of sections C (1) of Article XI of this Agreement.

D. Materials to be Used in the Conduct of Evaluations

The following materials shall be used in the conduct of evaluations. Any member of the bargaining unit who is subject of any evaluation shall be entitled to see and inspect all written materials used in the conduct of such evaluation.

1. Materials to be Used in the Evaluation of Faculty Members

a. Student Evaluations

Student evaluations shall be used giving due consideration to the number of courses and sections taught during the review period and for which student evaluations are available, as well as the number of students by which such evaluations have been made. The parties recognize and agree that student evaluations should be used, to the extent possible, to discern the pattern or patterns evidenced with reference to teaching effectiveness; provided, however, that in the case of non-tenured faculty, nothing herein contained shall be deemed to prohibit the making of any recommendation or the taking of any personnel decision merely by reason of the short duration of any such faculty member's service at a College.

The parties agree that no student evaluation made pursuant to the provisions of this Article shall be published or conveyed to any person save in accordance with the provisions of this Article and of Article XVI.

The Department Chairperson shall annually obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty. Before the end of each academic semester, such evaluations shall be obtained in respect of every section taught by each faculty member.

Student evaluations shall be conducted in accordance with the procedures specified in Appendix C.

Individual written student comments are prohibited on student evaluation forms. Any such individual comments made shall be disregarded.

Nothing in this paragraph (a) shall be deemed to prohibit the compilation, whether by computer or otherwise, of summaries of student evaluations and the results thereof in respect of each faculty member; provided, however, that no faculty member shall be given any negative evaluation by sole reason of the fact that his student evaluations, as revealed by any such summary, are less favorable than those of some other member of his department; and provided further that no such summary shall be used pursuant to this Article VIII, for the purpose of comparing faculty members in one department with those in another.

b. Classroom Visitations

At least once each semester the Department Chairperson shall visit one section of each type of course taught by each faculty member in the department for the purpose of evaluating the teaching effectiveness of such faculty member when any such faculty member is being evaluated in accordance with the provisions of subsection B.1 or B.2(a), or B.2(b) (when the applicant is seeking a distinguished service award based in whole or in part on teaching effectiveness), or B.2(d) of this Article. Any faculty member may request that the Department Chairperson visit more frequently than is otherwise provided by this paragraph.

Whenever he deems it appropriate, the Vice President may visit the class or classes of any faculty member for the purpose of evaluating the teaching effectiveness of such faculty member when such faculty member is being evaluated in accordance with the provisions of subsection B.1, or B.2(a), or B.2(b) (when the applicant is seeking a distinguished service award based in whole or in part on teaching effectiveness), B.2(c) (only in cases where the Department Chairperson shall have certified that the unit member's performance is unsatisfactory), or B.2(d) of this Article.

c. Comprehensive Resume

Each faculty member shall use the Resume form as set forth in Appendix B and shall ensure that there are, in his official personnel file, current official transcripts of his course work.

d. Additional Evaluation Reports

Where applicable, there shall be used any evaluation reports that pertain to the performance of other professional responsibilities of the kind referred to above at Section A(1)(e). This paragraph (d) shall be of no application in the case of any responsibilities discharged by any faculty member in his capacity as an officer of the Association or of the Massachusetts State College Association.

e. Course Documents

For each course taught by the faculty member during the review period, there shall be submitted by the faculty member a course outline, including a syllabus and bibliography where used.

f. Any Other Information or Materials Submitted by the Faculty Member, the Department Chairperson, and/or the Vice President

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and validated information submitted by the faculty member being evaluated, by such faculty member's Department Chairperson and/or by the Vice President. Such information and/or material shall include any written self-evaluation which may have been submitted by the faculty member.

Nothing in these provisions shall prohibit a faculty member from submitting for consideration as a part of his evaluation any relevant materials or validated information regarding professional activities undertaken by him during any period falling without a work year since the last review period that was the subject of an evaluation.

2. Materials to be Used in the Evaluation of Librarians

a. Direct Observations of the Librarian's Performance

There shall be used direct observation of the librarians' performance of his professional responsibilities, a record of which observation shall have been reduced to writing by the Director, Library or the Chairperson of the Library, as the case may be, and filed in the official personnel file of such librarian, including any such reports of the librarians' performance as may be required to be submitted from time to time by persons supervising the librarian.

b. Comprehensive Resume

Each librarian shall use the resume form as set forth in Appendix B and ensure that there are, in his official personnel file, current official transcripts of his course work.

c. Additional Evaluation Reports

Where applicable, there shall be used any evaluation reports that pertain to the performance of other professional responsibilities of the kind referred to above at Section A(2)(e), but only if such librarian shall have been granted a reduction in his regular workload in order to permit the assumption of such responsibilities.

d. Any Other Information or Materials Submitted by the Librarian, the Director, Library, and/or the Vice President

In addition to the foregoing, there shall be considered in the conduct of an evaluation any other relevant materials and validated information submitted by the librarian being evaluated, by the Director, Library, or the Chairperson of the Library, as the case may be, and/or by the Vice President. Such materials may include any written self-evaluation submitted by the librarian.

Nothing in these provisions shall prohibit a librarian from submitting for consideration as a part of his evaluation any relevant materials or validated information regarding professional activities undertaken by him during any period falling without a work year since the last review period that was the subject of an evaluation.

E. Procedures for the Conduct of Evaluations

Every faculty member shall be evaluated in his home department as defined in Section J of Article X. In the case of any faculty member who teaches one (1) or more courses in any other department, his teaching effectiveness in respect of any such course shall be evaluated by the Chairperson of the other department, who shall transmit his evaluation, together with the results of all student evaluations and any classroom visitation, to the Chairperson of such faculty member's home department.

1. Submission of Materials

a. Faculty Members

Prior to the commencement of his evaluation, every faculty member shall submit to his Department

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Chairperson all those materials that he intends should be considered in the conduct of his evaluation. Included among those materials shall be the faculty member's current comprehensive resume.

The materials described above in Sections D(1)(a), D(1)(b), and D(1)(d) shall be secured by the department chairperson prior to the commencement of the evaluation.

All other materials to be used in the conduct of the evaluation shall be secured by the Department Chairperson prior to the commencement of the evaluation.

b. Librarians

Prior to the commencement of his evaluation, every librarian shall submit to the Director, or the Chairperson of the Library, as the case may be, all those materials that he intends should be considered in the conduct of his evaluation. Included among those materials shall be the librarian's current comprehensive resume.

The materials described above in Sections D(2)(a), D(2)(b), and D(2)(d) shall be secured by the department chairperson prior to the commencement of the evaluation.

All other materials to be used in the conduct of the evaluation shall be secured by the Director prior to the commencement of the evaluation.

2. Preliminary Evaluation

a. Faculty Members: Evaluation by the Department Chairperson

The Department Chairperson shall conduct an evaluation of the faculty member on the basis of the criteria set forth in sub-section (1) of Section A.

The Department Chairperson shall conduct evaluations and, where applicable, shall make specific recommendations with respect to reappointment, non-reappointment, promotion, termination, the granting of tenure or the awarding of any Distinguished Service Award.

Any faculty member, upon a request in writing to the Department Chairperson conducting his evaluation, may examine any and all materials used by the Chairperson pertaining to his evaluation; he shall also be entitled upon written request to the Department Chairperson to a conference with him to hear and discuss the Chairperson's final recommendation.

After completion of his work, the Department Chairperson shall transmit a copy of the written report of his evaluation and, where applicable, his recommendation to the faculty member, who shall have the right to submit a written response thereto within seven (7) calendar days after its receipt by him.

Thereafter, the Department Chairperson shall submit the written report of his evaluation and, where applicable, any recommendation, together with all written materials used in the evaluation and any written response submitted by the faculty member, directly to the Vice President. This written report, signed by the Department Chairperson, shall state that the procedures herein prescribed have been complied with.

b. Librarians: Evaluation by the Director, Library or the Chairperson of the Library

The Director, Library, or the Chairperson of the Library, as the case may be, shall conduct an evaluation of the librarian on the basis of the criteria set forth in sub-section (2) of Section A.

The Director, Library, or the Chairperson of the Library, as the case may be, shall conduct evaluations, and, where applicable, shall make specific recommendations with respect to reappointment, non-reappointment, promotion, termination, the granting of tenure or the awarding of any Distinguished Service Award.

Any librarian, upon a request in writing to the Director, or the Chairperson may examine any and all materials used by the Director, or the Chairperson pertaining to his evaluation; he shall also be entitled upon written request to the Director or the Chairperson to a conference with him to hear and discuss the Director or Chairperson's final recommendation.

After completion of his work, the Director or Chairperson shall transmit a copy of the written report of his evaluation and, where applicable, his recommendation to the librarian, who shall have the right to submit a written response thereto within seven (7) calendar days after its receipt by him.

Thereafter, the Director or Chairperson shall submit the written report of his evaluation and, where applicable, any recommendation, together with all written response submitted by the librarian, directly to the Vice President. A cover letter signed by the Director, Library, or the Chairperson of the Library, stating that the procedures herein prescribed have been complied with shall accompany his report.

c. Evaluation by the Ad Hoc Evaluation Committee (Optional)

Whenever, within ten (10) days following his receipt of the aforesaid report of the Department Chairperson, any faculty member shall have made a request in writing to the Vice President, there shall be established an Ad Hoc Evaluation Committee, which shall be composed as prescribed in Section F of this Article. The Department Chairperson shall forthwith transmit to the Ad Hoc Evaluation Committee a copy of the written report of his evaluation and, where applicable, any recommendation, together with all written materials used in the evaluation and any written response submitted by the faculty member. The Committee shall thereupon meet to review the aforesaid evaluation, recommendation, materials, and response for the purpose of conducting its own evaluation. The Committee's recommendation shall be made on the form attached hereto as Appendix D-2.

Upon written request to the Chairperson of the Committee, the faculty member shall be entitled to meet with the Committee to hear and discuss the Committee's recommendation.

After completion of its work, the Ad Hoc Evaluation Committee shall transmit a copy of the written report of its evaluation and, where applicable, any recommendation, to the faculty member, who shall have the right to submit a written response thereto within seven (7) calendar days after its receipt by him.

Thereafter, the Chairperson of the Ad Hoc Evaluation Committee shall submit the written report of its evaluation, and, where applicable, any recommendation, together with all written materials used in the evaluation and any written response from the faculty member, directly to the Vice President. Such report shall also set forth the names of the members of the Ad Hoc Evaluation Committee together with a record of the votes cast with respect to the Committee's final recommendation. A cover letter signed by the Chairperson of the Committee indicating that the procedures herein prescribed have been complied with shall accompany the Committee's report.

3. Evaluation by the Vice President, Academic Affairs

The Vice President shall receive every evaluation and recommendation made by the Department Chairpersons and by the Director, Library, or the Chairperson of the Library, as the case may be, and shall receive all materials used in the conduct of those evaluations.

Save where a recommendation pertains to a promotion, the Vice President shall forthwith add any recommendations of his own to those made by the Department Chairpersons and the Director, Library or the Chairperson of the Library, as the case may be.

Prior to its transmittal to the President, a copy of the Vice President's recommendation shall be transmitted to the faculty member or librarian, who may, within seven (7) days thereafter, submit a written reply which shall be attached thereto. The Vice President shall forward all such recommendations and evaluations to the President of the College. Included with each recommendation shall be a cover letter signifying that all procedures herein prescribed have been complied with.

4. Recommendations Pertaining to Promotions

Before making any recommendation regarding the promotion of any faculty member or librarian, the Vice President shall first transmit a preliminary recommendation, whether favoring or declining to favor such promotion, to the Committee on Promotions together with any materials used in making such recommendation.

At the time of transmission of his preliminary recommendations, the Vice President shall meet with the Committee on Promotions to discuss the reasons for his recommendations.

Whenever the Committee on Promotions shall have received a preliminary recommendation from the Vice President, it shall make a recommendation in respect thereof in accordance with the provisions of Section G of this Article VIII.

After receiving the recommendations of the Committee on Promotions, the Vice President shall forward his own final written recommendation in respect of the granting of promotion that he may deem appropriate; provided, however, that whenever the final recommendation of the Vice President is contrary to the final recommendation of the Committee on Promotions, he shall transmit his own final recommendation together with the final recommendation of the Committee.

5. Evaluation by the Committee on Tenure

Whenever the Vice President shall have received any recommendation from a Department Chairperson or an ad hoc evaluation committee concerning the granting of tenure, he shall transmit such recommendation to the Committee on Tenure, and such Committee shall thereafter conduct an evaluation in accordance with the provisions of Section H of this Article VIII.

6. The Role of the President of the College

With respect to the evaluation of any member of the bargaining unit, the President shall receive for his review all reports, recommendations, and materials submitted to him by the Vice President and take such action thereon as he may deem appropriate. Thereafter the President shall submit to the Board of Trustees his recommendation to appoint, reappoint, promote, award tenure or to terminate, as the case may be.

A copy of the record of such action, including any recommendation made by the President, shall be transmitted to the member of the bargaining unit and shall be included in his Official Personnel File.

7. The Role of the Board

The Parties recognize and agree that during the term of this Agreement the applicable Board of Trustees at each State College shall upon the written recommendation of the President, exercise its authority and may determine whether to appoint, reappoint, terminate, promote, or award tenure to unit members so recommended. The written recommendation of the President shall contain a comprehensive statement of his reasons therefor; provided, however, that when making any recommendation to the Board the President shall state whether such recommendation is supported or opposed by each of the following, namely by any person or body acting pursuant to this Article VIII. In any case where the Board shall not have accepted such recommendation of the President it shall set forth in writing its reasons therefor, fully and completely. Subject to the terms of this Agreement and in strict compliance therewith, the Board or the President as its designee may appoint or reappoint unit members.

F. Evaluation of Department Chairpersons

1. Evaluation of Department Chairpersons in their Capacity as Members of the Faculty

In his capacity as a member of the faculty, each Department Chairperson shall be evaluated in accordance with the provisions of the foregoing Section E, provided only that the preliminary evaluation required to be conducted pursuant to sub-section 2(a) of Section E shall be conducted by an ad hoc evaluation committee composed as follows:

a. A member of the Department who is an Associate Professor or Professor and who shall be selected by the Department Chairperson being evaluated; and

b. Two (2) additional members of the Department who are Associate Professors or Professors in any combination, and who shall be selected thereafter by and from among the members of the Department, and one (1) of whom shall be selected by the members of the Committee to serve as Chairperson thereof; provided, however, that whenever, exclusive of the Department Chairperson, there are fewer than three (3) members of a Department who hold the rank of Associate Professor or Professor, members of the Department who hold neither such ranks may be selected to serve on the Committee. Whenever, by reason of the size of a department or the absence therefrom on leave of any of its members, it shall not be possible to select any one or more of the members of the committee otherwise required to be selected, such member or members shall be selected by the Vice President from among the members of a cognate department who hold the rank of Associate Professor or Professor.

2. Evaluations of Department Chairpersons in their Capacity as Department Chairpersons

The performance of each Department Chairperson in his capacity as such shall also be annually evaluated by the aforesaid ad hoc committee.

The committee shall evaluate the performance by the Department Chairperson of the duties and responsibilities set forth in Section A of Article VI of this Agreement. In conducting such evaluation, the committee shall solicit evaluations from other members of the department regarding the Department Chairperson's performance of his duties as Department Chairperson.

G. Evaluation by the Committee on Promotion

1. Role of the Committee on Promotions

Together with the materials submitted therewith, the Committee on Promotions shall consider the preliminary recommendation made, in respect of each candidate for promotion, by the Vice President in accordance with the provisions of the foregoing Section E(4).

In considering a candidate for promotion, the Committee on Promotions may request the Academic Vice President to make available to it any and all evaluations of the candidate completed during the applicable review period as defined in Section C of this Article.

If the Committee on Promotions shall have determined thereafter that it intends to make any recommendation, in respect of the promotion of any candidate for such promotion, contrary to that preliminarily made by the Vice President, it shall so notify the Vice President; the Committee and the Vice President shall thereafter meet and consult regarding each such contrary recommendation. Promptly after the conclusion of such consultation, the Committee on Promotions shall submit to the Vice President its final written recommendation regarding each recommendation that was the subject of such consultation. Nothing in this paragraph shall be deemed to prohibit the Vice President and the Committee from meeting at any time before or after the Vice President shall have submitted his preliminary recommendations to the Committee.

Notwithstanding the foregoing, whenever the Committee on Promotions shall have determined that it intends to make a recommendation, in respect of the promotion of any candidate for promotion, that is consonant with that preliminarily made by the Vice President, it shall so notify the Vice President by forwarding such final written recommendation to him.

2. Composition of the Committee on Promotions

There shall continue to exist at each College the Committee on Promotions which, having been established pursuant to the provisions of the predecessor agreement to this Agreement, shall be composed of five (5) tenured members of the bargaining unit, at least three (3) of whom shall be from among the Associate Professors and Professors at such College. All such members shall be elected at large by and from among the members of the bargaining unit in elections conducted for that purpose under the auspices of the Association. No more than one (1) member shall be elected from any one academic department. No Department Chairperson shall be eligible to serve on such committee, and no person serving as a member thereof shall be eligible to be considered for promotion during any period of such service.

The term of office of each member shall be for two (2) years commencing with the date of his first election, whether pursuant to this Agreement or the predecessor to this Agreement.

H. Evaluation by the Committee on Tenure

Any recommendation of a Department Chairperson, Principal, Director, Library, or the Chairperson of the Library, as the case may be, or an ad hoc evaluation committee concerning tenure shall be transmitted directly to the Vice President, who shall in turn transmit such recommendation to the Committee on Tenure. The Department Chairperson or the chairperson of any such evaluation committee shall, by cover letter or memorandum, certify that any prior applicable procedures as set forth in this Article have been complied with.

The Special Committee on Tenure shall be composed as follows:

1. The Vice President;

2. The Department Chairperson of the candidate for tenure, or, in the case of a candidate for tenure who is a librarian,

the Director, Library, or the Chairperson of the Library, as the case may be;

3. A tenured member of the department of the candidate for tenure, or a tenured librarian, as the case may require; and

4. A tenured member of a Department other than the Department of the candidate for tenure; or in the case of a librarian, a tenured member of the faculty at the College at which such librarian is employed.

The person identified in the foregoing item 3 shall be selected by and from among the tenured members of the Department or by and from among the tenured members of the library, as the case may require; provided, however, that whenever there shall be no qualified member of such department, or library able to serve in such capacity, a tenured member of the faculty at the College shall be selected by the members of such department or library. The person identified in the foregoing item 4 shall be selected by the other three (3) members of the special Committee on Tenure and shall serve as Chairperson of the Committee.

Whenever, on the basis of bias or prejudice, any candidate for tenure shall have objected to or otherwise challenged the membership on the Committee of any person who is to serve thereon pursuant to the foregoing provisions, he shall do so by fully stating his reasons therefor in writing to the President, who shall thereupon review the allegations and make inquiry regarding them, and who shall thereafter make such final and binding decisions as he deems appropriate; every such decision shall be made in writing. Whenever the Vice President shall be unable to serve on such committee, whether by reason of any such challenge or otherwise, the President shall designate another administrator at the rank of vice president or dean, from among those administrators at the College whose duties are primarily academic in their nature, to serve in the stead of the Vice President; and where no such administrator is available, the President shall designate a tenured professor at the College who shall serve as a member of the Committee in the stead of the Vice President.

Notwithstanding the foregoing, at the request of the President or the candidate for tenure or upon the independent determination of the Committee, the Committee shall employ as a consultant and member of the Committee a tenured person in the same academic discipline at another four-year institution of higher learning; provided, however, that the person to be so employed shall in every event be selected by the Committee and shall have no prior direct personal or professional relationship with the candidate for tenure.

The Vice President, after consultation with the Chairperson of the Committee on Tenure, shall schedule the necessary meetings of the Committee. The candidate for tenure shall be invited by the Chairperson of the Committee on Tenure to meet with the Committee during some part of its evaluation of the candidate.

Upon a request in writing to the Committee, the candidate for tenure may examine any written materials used by the Committee in evaluating him. The candidate shall be allowed to submit to the Committee, within seven (7) days after his meeting with the Committee, any additional written information relating to his evaluation.

The Vice President or his designee shall be responsible for the maintenance of a tenure evaluation file for the candidate being considered by the Committee on Tenure, which shall include all written materials submitted to the Committee. He shall also appoint a non-voting Secretary, who shall keep minutes and record the bases for the recommendations of the Committee, including any minority recommendations of the Committee, and a record of the vote of the Committee. The Secretary of the Committee shall, within seven (7) days following each Committee meeting, submit to each member thereof the foregoing minutes and record. Each member of the Committee shall, within five (5) days of the receipt of such minutes and record, certify that it constitutes a true and accurate minutes and record and, if not, he shall sign it nevertheless, but shall file therewith a written statement of his objections thereto with the Secretary of the Committee. The signed minutes, together with any objections thereto, and the record of the vote of the committee shall become a part of the tenure evaluation file of the candidate for tenure.

Failure of any member of the Committee to sign such minutes and record or to file a written statement of his objections, if any, shall not impair the work of the Committee on Tenure, but shall disqualify him from participation in any proceeding arising under the terms of this Agreement, or in any court of competent jurisdiction.

The Chairperson of the Committee shall transmit the Committee's recommendations concerning tenure, together with the recommendation of the Department Chairperson, and the ad hoc evaluation committee, if any, as the case may be, directly to the President of the College. The Chairperson of the Committee on Tenure shall include a signed cover letter or memorandum with such recommendation certifying that the procedures set forth in this Section F have been complied with. At the same time, a copy of such recommendation shall be sent to the candidate by registered mail, return receipt requested. Within seven (7) days of such mailing, the candidate for tenure may submit to the Vice President a written response to the recommendation of the Committee on Tenure, which response, if any, shall be promptly transmitted to the President of the College.

I. Bases for Personnel Actions

1. It shall be the responsibility of any member of the bargaining unit who is a candidate for reappointment, promotion or tenure to verify and demonstrate that he has fulfilled the criteria that pertain to the personnel action for which he is a candidate.

2. Whenever a person or body makes a recommendation to reappoint, promote, or grant tenure to the next person or body required to act, such recommendation shall be made in writing and shall set forth clear and convincing reasons in support of such recommendation.

3. If any person or body recommends that any member of the bargaining unit not be promoted, reappointed or granted tenure, he or it shall, when transmitting such recommendation to the person or body next required to act thereon, also transmit to such person or body a written statement setting forth fully and completely the reasons therefor, a copy of which shall be sent to the unit member.

4. The provisions of sub-section (2) shall not apply to recommendations concerning any personnel actions other than those to which such sub-section is of express application and shall not apply to any preliminary recommendation made by the Vice President pursuant to the provisions Section E(4) of this Article VIII.

J. Miscellaneous Provisions

1. All recommendations for personnel actions regarding promotions and tenure shall be forwarded to the Vice President whether or not they support or oppose such actions.

2. A person shall not be eligible for promotion unless he has been recommended therefor by either the Vice President and/or by the Committee on Promotions.

3. A person shall not be eligible for tenure unless he shall have been recommended therefor by either the Departmental Chairperson or the Director of the Library, or the Chairperson of the Library, as the case may be, or by the Ad Hoc Evaluation Committee, if applicable, or by the Special Committee on Tenure.

K. Evaluation Forms

1. 1983-1984 Academic Year

During the 1983-1984 academic year the forms appearing as Appendices C through G of the predecessor agreement to this Agreement shall be used in the conduct of evaluations pursuant to this Article VIII.

2. Academic Years Commencing After May 31, 1984

All evaluations conducted during any academic year commencing after May 31, 1984, shall be conducted with the use of the forms contained in Appendices C through G of this Agreement.

L. Distinguished Service Awards: Procedures for Selecting Recipients During the 1983-1984 Academic Year

During the 1983-1984 academic year, the procedures described below shall be followed for the purposes of selecting the recipients of those Distinguished Service Awards which, pursuant to Section L(1) of Article XIII of this Agreement, are to be granted with effect on September 25, 1983.

1. Notification

Within fifteen (15) days following the date of execution of this Agreement, the President of each College shall cause notices to be published at the College making it known that members of the bargaining unit employed at the College may make application for a Distinguished Service Award which, if granted, will have effect on September 25, 1983. Such notices shall state that any eligible member of the bargaining unit may make application to be considered for such Distinguished Service Award by submitting such application to the Department Chairperson, to the Director, Library (but only if there be no Chairperson of such Library), or to the Principal of the Campus School, as the case may require. In conformance with the provisions of Section 2, such notice shall also state the date by which such application shall be submitted in order to be considered for a Distinguished Service Award.

At the Massachusetts Maritime Academy, the President shall cause notices of the kind described above to be published within fifteen (15) days following the date of execution of this Agreement or within ten (10) days following the date of completion of the annual training cruise, whichever shall be the later. In all other respects the notices published at the Massachusetts Maritime Academy shall conform to the requirements of the preceding paragraph.

2. Application

Any member of the bargaining unit wishing to make application for a Distinguished Service Award which, if granted, will have effect on September 25, 1983, shall do so by submitting such application to the Department Chairperson, to the Director, Library (but only if there be no Chairperson of such Library), or to the Principal of the Campus School, as the case may require. Every member of the Bargaining unit who, as a Department Chairperson, wishes to be considered for any such Distinguished Service Award shall submit his application therefor directly to the Vice President.

Every such application shall be submitted not later than the thirtieth (30th) day following the date of execution of the Agreement.

3. Eligibility

No member of the bargaining unit shall be eligible to be considered for or granted a Distinguished Service Award having effect on September 25, 1983, unless he shall have been employed as such, and shall not have been on any unpaid leave of absence, during the whole of the 1982-1983 academic year.

4. Recommendations

Any Department Chairperson, Director, Library (but only if there be no Chairperson of such Library) or Principal of a Campus School to whom any application for a Distinguished Service Award has been timely made shall make such recommendation in respect of each such application as he may deem appropriate. Every such recommendation shall be made to the Vice President not later than thirty (30) days following the date by which applications were required to have been submitted to him.

The Vice President shall thereupon have fourteen (14) days within which to make such recommendations to the President as he may deem appropriate concerning the granting of Distinguished Service Awards with effect on September 25, 1983.

Thereafter, the Board of Trustees after receipt of a recommendation from the President, or the President as its designee, shall grant such Distinguished Service Awards as it or he deem appropriate.

No member of the bargaining unit shall be granted, or be recommended therefor by the President, any Distinguished Service Award unless he shall have first been recommended therefor as follows:

a. in the case of any faculty member, by the Department Chairperson and/or the ad hoc evaluation committee, and by the Vice President;

b. in the case of any Department Chairperson, by the ad hoc evaluation committee and/or by the Vice President;

c. in the case of any Campus School teacher, by the peer evaluation committee and/or by the Principal, or Assistant Principal of the Campus School, and by the Vice President; and

d. in the case of any librarian, by the librarian evaluation committee and/or by the Chairperson of the Library or, where there is none, by the Director, Library, and by the Vice President.

In granting or recommending the granting of any Distinguished Service Award, the President shall take into account the recommendations made in that regard together with any evaluations of members of the bargaining unit conducted in accordance with the other provisions of this Article VIII or in accordance with any procedures in effect prior to the date of execution of this Agreement.

M. Distinguished Service Awards: Procedures for Selecting Recipients During the 1984-1985 Academic Year for the 1984-1985 and 1985-1986 Academic Years

During the 1984-1985 academic year, the procedures described below shall be followed for the purposes of simultaneously selecting the recipients of those Distinguished Service Awards which, pursuant to Section L(2) and (3) of Article XIII of this Agreement, are to be granted, in the first instance, with effect on September 30, 1984, and, in the second, with effect on June 30, 1985.

1. Application

Any member of the bargaining unit may make application for either, or both, of the Distinguished Service Awards made available pursuant to the aforesaid Section L(2) or L(3) shall do so by giving notice of his candidacy therefore to the Department Chairperson, to the Director, Library (but only if there be no Chairperson of such Library), or to the Principal of the Campus School, as the case may require. Every member of the bargaining unit who, as a Department Chairperson, wishes to be considered for any such Distinguished Service Award shall give notice of his candidacy therefor directly to the Vice President.

Every such notice shall be submitted within the limits of time prescribed therefor by the personnel calendar in effect for the 1984-1985 academic year.

Unless any such notice otherwise states, every member of the bargaining unit who submits such notice in timely fashion shall be considered a candidate for either or both of the Distinguished Service Awards made available pursuant to the aforesaid Section L(2) and (3).

2. Eligibility

No member of the bargaining unit shall be eligible to be considered for or granted a Distinguished Service Award having effect either on September 30, 1984, or on June 30, 1985, unless he shall have been employed as such, and shall not have been on any unpaid leave of absence, during the whole of the 1983-1984 academic year.

Further, no member of the bargaining unit shall be granted a Distinguished Service Award with effect on June 30, 1985 who shall have been granted a Distinguished Service Award with effect on September 30, 1984.

3. Evaluations and Recommendations

Every member of the bargaining unit who has given notice of his candidacy for a Distinguished Service Award in accordance with the foregoing sub-section 1 shall be evaluated therefor in accordance with the applicable provisions, other than those contained in the foregoing Section L, of this Article VIII.

Thereafter, the Board of Trustees after receipt of a recommendation from the President, or the President as its designee, shall grant such Distinguished Service Awards as it or he deem appropriate.

No member of the bargaining unit shall be granted, or be recommended therefor by the President, any Distinguished Service Award unless he shall have first been recommended therefor as follows:

a. in the case of any faculty member, by the Department Chairperson and/or an ad hoc evaluation committee, and by the Vice President;

b. in the case of any Department Chairperson, by the ad hoc evaluation committee and/or the Vice President;

c. in the case of any campus school teacher, by the peer evaluation committee and/or the Principal or the Assistant Principal, and by the Vice President; and

d. in the case of any librarian, by the Chairperson of the library or, where there is none, by the Director, Library, and by the Vice President.

N. Purposes for Which Distinguished Service Awards May Be Granted

Distinguished Service Awards granted pursuant to the foregoing Sections L and M shall be granted in recognition of outstanding service to the students at the College where the recipient is employed, outstanding contributions to scholarship, or outstanding contributions to advancing the development and objectives of the institution.

O. Leaves of Absence as they Affect Eligibility for Promotion and Distinguished Service Awards

Members of the bargaining unit on leaves of absence shall not be eligible for promotion or for any Distinguished Service Award during the period of any such leave except in accordance with the provisions of this Section and Section M.

1. Leaves of Absence Occurring during any Applicable Review Period

a. Sabbatical leaves

Whenever any member of the bargaining unit was on a sabbatical leave during the whole or any part of any review period that is the subject of an evaluation, there shall be included as a part of the materials to be considered in the conduct of such evaluation any and all information, whether submitted by such member of the bargaining unit or otherwise, necessary and pertinent to a complete assessment of the work performed by him in the fulfillment of the purposes for which such sabbatical leave was granted. And those persons conducting such evaluation shall have regard to and shall evaluate the quality of such work.

b. Other Leaves of Absence

Whenever any member of the bargaining unit was on any leave of absence, other than a sabbatical leave, during any review period that would be the subject of an evaluation conducted for the purpose of considering such member's candidacy for promotion or for a distinguished service award, he may be considered and evaluated for such promotion or distinguished service award only if he shall have rendered services at a College, pursuant to this Agreement or the predecessor thereto, during at least one full academic year that falls within such review period. As a part of the materials to be considered in the conduct of any such evaluation, there may be included any information that is submitted by the member of the bargaining unit and that is necessary and pertinent to a complete assessment of any professional accomplishments achieved by such member during such leave; provided, however, that no work performed by any member of the bargaining unit while in the employ of any person other than a Board of Trustees shall be so considered without the prior approval of the Board.

2. Leaves of Absence Occurring during any Period in which an Evaluation is to be Conducted

Any member of the bargaining unit who is on any leave of absence, including any sabbatical leave, during the whole or any part of the period during which any evaluation would be conducted if such member were a candidate for promotion or for a distinguished service award may elect to be considered and may be evaluated for such promotion or distinguished service award notwithstanding the fact that he is on leave during the whole or any part of such period. No evaluation conducted in respect of any member of the bargaining unit who has made such election shall be deemed to be defective or incomplete by reason of the fact that such member has (i) failed or been unable to respond, in writing or otherwise, to any such evaluation in the manner permitted by any provision of this Article VIII; (ii) failed or been unable to meet with any person or persons conducting such evaluation in the manner permitted by any provision of this Article VIII; (iii) failed or been unable to provide any materials that might properly have been considered during the conduct of any such evaluation in accordance with any applicable provision of Article VIII; (iv) failed or been unable to initiate any procedure permitted by any applicable provision of Article VIII; or (v) failed or been unable in any other manner to participate in the conduct of such evaluation to the extent permitted by any provision of Article VIII.

3. General Provisions

Any unit member who shall be on leave during the period in which he would otherwise be required to be evaluated pursuant to the provisions of this Article, including B.2(c), shall be so evaluated during the semester next following such leave. No member of the bargaining unit shall be required to be evaluated during any period in which he is absent from the College on leave.

P. Effectiveness of Prior Evaluations

The parties hereby stipulate and agree that the provisions of this Article VIII shall be of no application to any evaluation commenced, in respect of any academic year, prior to the date of execution of this Agreement, it being the understanding of the parties that any such evaluation shall be completed in accordance with such practices and procedures as were in effect on the date immediately prior to the date of execution of this Agreement.

The parties hereby further stipulate and agree that nothing contained in this Article shall be deemed to affect the validity of any evaluation commenced or completed prior to the date of execution of this Agreement or be deemed to affect the validity of any personnel action taken, in whole or in part on the basis of, or with reference to, any such evaluation.

ARTICLE VIII-B - Evaluation of Unit Members at the Massachusetts Maritime Academy

A. Faculty Members

All faculty members at the Massachusetts Maritime Academy, including all maritime specialists, shall be evaluated on the basis of the criteria prescribed at Section A (1) of Article VIII of the Agreement and on the basis of the following supplementary criterion:

Effectiveness in correcting or disciplining cadets when necessary.

B. Maritime Specialists

In addition to the foregoing, all maritime specialists shall be evaluated on the basis of the following criteria:

Effectiveness in correcting or disciplining cadets when necessary.

1) Achievements in the individual's specialized field;

2) Maintenance of a proper uniform; and

3) Contributions to maritime training and shipboard operations.

C. Adjunct Instructors

All persons employed as adjunct instructors at the Massachusetts Maritime Academy shall be evaluated pursuant to Article VIII of the Agreement, but such evaluation shall be conducted solely on the basis of the following criteria:

1) Teaching/training effectiveness;

2) Assistance to students;

3) Maintenance of a proper uniform;

4) Effectiveness in correcting or disciplining cadets when necessary; and

5) Other professional activities, including achievements in the individual's specialized field and participation in and contribution to the improvement and development of maritime training and academic and College affairs at the Academy.

D. Application of Article VIII

In all other respects the provisions of Article VIII of the Agreement shall be of full application to all members of the bargaining unit employed at the Academy.

ARTICLE VIIIC - EVALUATION OF CAMPUS SCHOOL TEACHERS

All campus school teachers at each campus school shall be evaluated in accordance with the provisions of this Article VIIIC.

A. Criteria for Evaluation of Campus School Teachers

In conducting evaluations pursuant to the provisions of this Section, campus school teachers and the responsible administrators at each College shall apply such criteria, other than that relating to "academic advising," as are set forth in sub-section 1 of Section A of Article VIII , and those criteria as are set forth shall, for the purposes of this Article VIIIC, be deemed to be a part hereof. It is the understanding of the parties to this Agreement that the foregoing criteria are to be used as a measure with reference to each school year or years in respect of which an evaluation is being conducted and that the overall evaluation of each campus school teacher will have regard to the entire professional performance of such teacher during each such year or years.

The basis for every evaluation shall be professional quality demonstrated with reference to each of the criteria made applicable pursuant to the provisions of sub-section 3 of Section A of Article VIII; provided, however, that whenever any teacher is being evaluated as a candidate for promotion, such criteria shall be applicable with further reference to the requirements applicable to promotion to the rank for which such teacher is a candidate.

B. Materials to be Utilized in the Evaluation of Campus School Teachers

In conducting evaluations pursuant to the provisions of this Article VIIIC, campus school teachers and the responsible administrators at each College shall utilize the materials set forth in sub-section 1 of Section D Article VIII, and those provisions as there set forth shall, for the purposes of this Article VIIIC, be deemed to be a part hereof; provided, however, that such student evaluations as are described in item (a) of the said sub-section 1 shall not be deemed to be a part of this Article VIIIC.

Evaluations of teaching effectiveness on the basis of classroom visitations shall be made on the form attached hereto as Appendix F-2.

C. Application of Article VIII

In all other respects the provisions of Article VIII of this Agreement shall be of full application in the evaluation of all campus school teachers, except that responsibilities assigned in Article VIII to the Department Chairperson shall, in the evaluation of campus school teachers, be discharged by the Principal of the Campus School.

ARTICLE IX - TENURE

The granting of tenure is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to employing the recipient of tenure for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond.

It must be accomplished with the utmost of care, concern and searching evaluation by the faculty and the administration of the institution.

The serious decision of granting tenure demands that the President, before making recommendations to the Board, have substantial evidence, determined through professional evaluation, that the candidate will be a constructive and a significant contributor to the continuous development of high quality education in the institution. It is the responsibility of the candidate for tenure to produce such substantial evidence based on his prior academic and professional life.

For the purposes of this Article, but subject to the provisions hereof, the phrase "faculty member" shall include "librarian" and "campus school teacher".

A. Entitlement

1. Except as otherwise provided in sub-sections C (1) and C (2) of this Article, only faculty members who hold full-time appointments as Assistant Professor, Associate Professor or Professor or who hold such appointments as Assistant Librarian, Associate Librarian or Librarian shall be eligible to be considered for or granted tenure.

The provisions of this Article shall be of no application to any faculty member who holds any part-time appointment.

2. Any faculty member who serves at a College or another Massachusetts State College as a full-time faculty member for four (4) consecutive academic years and is reappointed as such for a fifth consecutive academic year shall, in accordance with the provisions of Article VIII of this Agreement, be evaluated for tenure during such fifth academic year. This provision shall be of no application to any faculty member who has been duly notified that he will not be reappointed as a full-time faculty member at the completion of his fifth academic year; and, save as is provided in sub-section C(6) of Article XX, this provision shall be of no application to any faculty member who has been evaluated for tenure prior to his fifth year of consecutive service as a full-time faculty member. The service of campus school teachers shall be measured with reference to consecutive

school years and that of librarians with reference to consecutive work years.

3. Tenure, when granted by the Board of Trustees, shall first have effect no later than the commencement of a faculty member's seventh consecutive academic year of service as a full-time faculty member at a College or another Massachusetts State College.

4. Every faculty member who shall have been evaluated for tenure shall be notified by the President, not later than September 1 of his sixth academic year of service, of the decision of the Board of Trustees to grant or to deny such faculty member tenure.

Any faculty member other than an Instructor who serves the College as a full-time faculty member for more than six (6) consecutive years shall thereby gain tenure.

5. Nothing in this Article IX shall abrogate the right of the Board of Trustees or its designee to request that a faculty member holding a full-time appointment be evaluated for tenure prior to such faculty member's fifth consecutive year of service as such, or the right of the Board of Trustees to grant tenure upon appointment to any faculty member without such prior service; provided, however, that before the granting of tenure, upon initial appointment or otherwise, the candidate shall be evaluated under the terms of this Agreement.

6. Any other provision of this Article IX to the contrary notwithstanding, no faculty member serving pursuant to the terms of a Temporary Appointment made in accordance with the provisions of Article XX of this Agreement shall be considered for or gain tenure, nor shall service pursuant to the terms of any such Temporary Appointment be included in any calculation of the number of years of consecutive service rendered by any faculty member prior to such faculty member's being considered for tenure.

7. Tenure, when granted, shall be granted and shall have effect only at the College at which the faculty member to whom tenure is granted holds, or may thereafter hold, his appointment.

8. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor shall the periods of any such leaves be included in any calculation of the number of years of service rendered by any faculty member prior to his being considered for tenure.

9. Department Chairpersons do not have tenure in that capacity, but may hold and retain such tenure, if any, as shall have been granted to them as members of the faculty.

10. Anything in the foregoing to the contrary notwithstanding, any faculty member who shall have been first given a full-time appointment after December 1 but prior to the May 31 next following in any year shall, solely for the purpose of calculating such faculty member's eligibility for tenure, be deemed to have been so appointed with effect on the September 1 next following the date of such first appointment; and any faculty member first given a full-time appointment between May 31 and December 1 in any calendar year shall be deemed to have been so appointed on the September 1 of such calendar year.

11. No member of the bargaining unit who holds an appointment as a Library Assistant shall be considered for or gain tenure, nor shall any service as Library Assistant be included in any calculation of the number of years of consecutive service rendered by him prior to his being considered for tenure.

12. Except as otherwise expressly provided in this Section A, the actions required to be taken by a Board of Trustees may not be delegated.

B. Evaluation for Tenure

1. When a person is being considered for tenure in accordance with the provisions of this Agreement, a thorough evaluation of his achievement and potential shall be made in each case by a Special Committee on Tenure, all as is provided in Article VIII of this Agreement.

2. Evaluation by the Special Committee on Tenure shall be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be granted tenure.

C. Application to Certain Librarians

1. Every Assistant Librarian, Associate Librarian and Librarian to whom tenure has not been granted by the Board of Trustees prior to the date of execution of this Agreement shall be eligible for tenure in accordance with the provisions of this Article IX; provided, however, that no provision of this Article IX shall be of application to any person who was employed as a Library Associate, Assistant Librarian or Associate Librarian on November 6, 1978, and who, in accordance with the provisions of Section C(1) of Article IX of the Agreement made on that date between the Board of Trustees of State Colleges and the Massachusetts Teachers Association, elected not to be eligible for tenure.

2. Every person who failed to make the election referred to in the foregoing sub-section 1 and who, on November 6, 1978, had been employed as a Library Associate, Assistant Librarian or Associate Librarian for more than five (5) consecutive years, exclusive of any periods of unpaid leave, shall

continue to be eligible for tenure subject to the provisions of sub-section C(2), (3) and (4) of Article IX of the Agreement of November 6, 1978.

D. Application to Certain Campus School Teachers

All campus school teachers shall be eligible for tenure in accordance with the provisions of this Article IX.

E. Removal of a Tenured Member of the Bargaining Unit

1. A tenured member of the bargaining unit, without regard to the means by which he attained tenure, shall not be removed from his position except upon a finding by the Board that just cause exists, which finding shall be made in accordance with the provisions of this Article and shall not be arbitrary or capricious. Just cause shall be deemed to be the following:

a. Substantial and manifest neglect of professional duty;

b. Demonstrated incompetence in the performance of duties assigned pursuant to the provisions of this Agreement;

c. Dishonesty in research;

d. Conviction of a felony;

e. Misrepresentation of academic credentials.

Activities protected by the principles of academic freedom incorporated in Article V of this Agreement shall not constitute cause for removal.

2. Termination of a tenured faculty member shall be subject to the following procedures:

a. The President of the College shall have the sole authority to initiate formal termination proceedings. Such proceedings may only be initiated during the academic year.

b. The President, after consultation with the Vice President, shall give notice in writing to the faculty member of the grounds for the recommendation for removal, which notice shall be given not less than thirty (30) days nor more than sixty days prior to any removal hearing.

c. The grounds for removal shall be presented at a hearing to a committee composed of five (5) tenured members of the faculty, together with two (2) alternate members of the faculty, who shall be chosen in the following manner:

i. The members of the committee shall be selected by lot at a meeting which shall be held not sooner than ten (10) days following the giving of the notice required by the preceding paragraph (b) nor later than five (5) days prior to the date of such hearing.

ii. Written notice of such meeting shall be given to the faculty member whose removal is to be considered and to the Chapter President, which notice shall be given, as a part of the notice required by the preceding paragraph (b) or otherwise, not less than seven (7) days prior to such meeting.

iii. Such meeting shall be convened by an arbitrator selected in accordance with the provisions of Step 3 of Article XI of this Agreement. The faculty member and/or his representative and the President and/or his designee shall be entitled as of right to attend such meeting.

iv. The arbitrator shall draw at random by lot the names of twenty-five (25) tenured faculty members who shall be eligible to serve on the committee in the order in which their names are drawn.

v. Every tenured faculty member whose name is drawn by lot shall serve except in the case of illness, sabbatical or other approved leave of absence, extraordinary hardship, or disqualification as provided below. In the event of the inability to serve or the disqualification of a faculty member, the next faculty member, in order of the drawing, shall become eligible to serve.

vi. Challenges by the President or his designee or by the faculty member under consideration or his representative shall be made promptly upon completion of the drawing of the said twenty-five (25) names and shall be made in the order in which names have been drawn. The President or his designee and the faculty member under consideration or his representative shall each be allowed three (3) pre-emptory challenges. Additional challenges shall be made for cause, i.e., demonstrable bias against the faculty member under consideration as evidenced by a consistent pattern of past behavior, or direct involvement in the pending case. The arbitrator shall decide whether the cause for challenge is valid, which decision shall be final and binding.

vii. If necessary to establish a committee of five (5) members with two (2) alternates an additional twenty-five (25) names shall be selected at random, and so on, until a full committee is established.

viii. In the event that the faculty member under consideration appeals the case through the faculty grievance procedure described in Article XI of this Agreement, the arbitrator shall be disqualified from serving as arbitrator in the processing of that grievance.

d. The Committee so chosen shall convene on the date prescribed in the notice given pursuant to the foregoing paragraph (b) for the purpose of conducting a hearing regarding the reasons given in such notice for the removal of the faculty member in question. The hearing shall be conducted in the following manner:

i. The Committee shall elect a chairperson.

ii. The Committee hearings shall be closed to the public except upon written request of the faculty member under consideration; provided, however, that such faculty member shall have the right to have one other faculty member attend the Committee hearing, but only as a non-participating observer; and provided further that a representative of the Association may be present at such hearings.

iii. A recording shall be kept of the proceedings, with the right of the faculty member under consideration, upon written request, to have all or part of the recording reproduced at the expense of the Board of Trustees. The Chairman of the Committee shall designate a recorder and shall be allowed to use the necessary facilities of the College.

e. The Committee's written report shall be forwarded to the President of the College within ten (10) days of the close of the hearing. The report shall contain a detailed statement of the Committee's recommendations and findings of fact. A copy of the report shall also be forwarded to the faculty member under consideration. Upon written notice to the President, the faculty member may file a written rebuttal to the report within ten (10) days of receipt of the report from the Committee. Majority and minority reports may be filed if the Committee or any of its members so desire. The Committee's report shall be advisory only.

f. The President may, after consideration of the Committee's report and within ten (10) days after his receipt of the report, file with the Board of Trustees a recommendation for removal of the faculty member under consideration. The President's recommendation to the Board shall also include a copy of the written notice of the grounds for removal as presented to the faculty member, a copy of the full text of the Committee's report, and everything a part thereof, and any rebuttal statement submitted by the faculty member in accordance with the provisions of this Article. A copy of the President's recommendation shall be forwarded to the faculty member under consideration.

g. The recommendation for removal of the faculty member shall be deemed to be withdrawn if the President does not file a recommendation with the Board within ten (10) days. The President shall promptly notify the faculty member under consideration, in writing, of the withdrawal of the recommendation.

h. Upon written request of the faculty member, the Board of Trustees shall grant the faculty member a full hearing, which shall be conducted before the Board, a committee thereof or a designee thereof, as the Board may determine, and which hearing shall be conducted in the following manner:

> i. The faculty member under consideration shall be given at least thirty (30) days' notice of the hearing. He may be represented by counsel or other designated representative.
>
> ii. The hearing shall be closed to the public except upon written request of the faculty member, his counsel or other designated representative.
>
> iii. The Board shall be responsible for keeping a recording of the proceedings. Upon written request to the Board the faculty member may have all or part of the recording reproduced at the expense of the Board.

i. Within thirty (30) days after the close of the hearing, the Board shall render a written decision; provided, however, that if such hearing is conducted by a Committee of the Board or by the Board's designee, such written decision shall be in the form of a recommendation to the Board of Trustees, upon receipt whereof and as soon as is practicable thereafter, the Board shall make such final decision as it deems appropriate. A copy of the decision shall be forwarded to the faculty member.

3. Unless otherwise specified by the Board, upon notification to a faculty member that the Board has voted to remove him from his position, a faculty member shall be offered a terminal contract of employment, to expire at the end of the second complete semester following such notification to the faculty member.

4. Any tenured member of the faculty who shall have been indicted or convicted of a felony may thereupon be suspended by the Board of Trustees. Notice of such suspension shall be given in writing and delivered by hand to such faculty member or sent by registered mail, return receipt requested, to such faculty member at his last known place of residence. Such notice when so delivered or sent shall automatically suspend such faculty member from his employment until he shall have been notified in like manner that his suspension has been reversed.

Any faculty member so suspended shall not receive any compensation or salary during the period of such suspension, nor shall the period of his suspension be counted in computing his sick leave or vacation benefits or seniority rights.

Such suspension shall be for any such period as may be provided by law during which such faculty member may appeal against the conviction for such felony; provided, however, that whenever such faculty member shall have appealed against such conviction, such suspension shall remain in force until such appeal shall have been adjudicated or otherwise disposed of.

Whenever such indictment shall have been quashed or such conviction shall have been reversed on appeal, such suspension shall be forthwith reversed and such faculty member shall receive all compensation or salary due him for the period of suspension and the time of his suspension shall count in determining sick leave, vacation benefits and seniority rights; provided, however, that whenever any such conviction shall not have been appealed within the time limit provided therefor by law, or shall not have been reversed on appeal, such faculty member shall be subject to termination pursuant to the provisions of this Article.

Nothing in this sub-section 4 shall be deemed to impair the right of the President of any College, in accordance with the provisions of this Section E, to initiate termination proceedings against any tenured faculty in respect of any act or omission that has led or may thereafter lead to the criminal prosecution of such faculty member, whether or not such faculty member has been convicted of a felony or other crime as a result of such prosecution.

5. Any written notice required to be given any faculty member and any document or written report required to be

transmitted to any faculty member pursuant to the provisions of the foregoing subsections (2), (3) and (4) shall be given or transmitted by registered mail, return receipt requested, or shall be delivered in hand to such faculty member and a receipt secured therefor.

6. The provisions of this Section E shall be of no application to any librarian who, not having been granted tenure, is nevertheless terminable only for just cause.

F. Application of Tenure Policy

The provisions of this Article shall be of application to all members of the bargaining unit who are eligible for or shall have been granted tenure regardless of the means by which such tenure has been granted.

The Parties recognize that certain tenured members of the Bargaining unit have been granted statutory rights of tenure. Pursuant to the terms of this article, if such a tenured member of the bargaining unit shall have been given notice of removal in accordance with the provisions of Section E (2)(b) of this article he shall, within seven (7) calendar days of the receipt of such notice, elect either to be subject to the removal procedures of this Article or to exercise any statutory right to which he may be entitled.

He shall make such election by notice in writing, delivered to the President within such period.

If he shall fail to do so, he shall be subject only to the provisions of this Article.

ARTICLE X - RETRENCHMENT

A. Introduction

The parties recognize that, should a financial exigency ever occur, every reasonable measure should be taken, as is hereinafter provided, to curtail the operations of any affected College consistent with the preservation of the academic integrity of its educational programs and goals and consistent with the preservation of the paramount teaching-learning relationship among members of its academic community.

B. Application

Save as is provided in Article XA and XB, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each College, any other provision of this Agreement to the contrary notwithstanding.

C. Definitions

1. Financial Exigency: For the purposes of this Article, financial exigency shall be deemed to exist at a College whenever, in any fiscal year, the monies allocated or otherwise made available from or by way of legislative appropriation for all of the operations of such College, including those of any affiliated campus school, shall be insufficient for the continuation of any or all of such operations during such fiscal year; or whenever, in any fiscal year, either no annual appropriation shall have been enacted in respect of any college, or, if such annual appropriation shall have been enacted pursuant to Section 6 of Chapter 15A of the General Laws, no allocation shall have been made in respect of a college.

Whenever such annual appropriation shall have been enacted pursuant to the said Section 6 of Chapter 15A, and the Regents shall have preliminarily determined to make an allocation to any College which shall be insufficient for the continuation of any or all such operations of the affected College during such fiscal year, the Chancellor or his designee, the President of the College, and the Association shall promptly meet and confer. Such meeting shall be called by the Chancellor.

Nothing in this definition shall be deemed to permit the retrenchment of any member of the bargaining unit until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a financial exigency as herein defined be deemed to require the Board of Trustees of any College to initiate procedures for the retrenchment of members of the bargaining unit. If the Board of Trustees shall have determined that such procedures should be initiated, it shall provide the Association with the information on the basis of which it has determined the financial exigency to exist.

2. Declining Pupil Enrollment: For the purposes of this Agreement, "declining pupil enrollment" shall mean a decrease in the total number of pupils enrolled at the Campus School during a school year, which decrease shall be measured by comparing the total number of pupils so enrolled during the then-current school year with the total number of pupils so enrolled during the next previous school year, both such totals to be those as shown on the annual official city or town enrollment census for each such year and which decline shall, in the sole discretion of the Board of Trustees of the College, be deemed to be of sufficient magnitude to justify a reduction in the total number of bargaining unit members employed at such Campus School. Anything in the foregoing to the contrary notwithstanding, there shall be deemed to be a decline in pupil enrollment at a Campus School whenever,

a. pursuant to any agreement by which such campus school is maintained or operated by the Board of Trustees, notice of the termination of such agreement shall have been duly given by either party thereto; and

b. the prospective termination of such agreement pursuant to the notice of termination so given shall, in the sole discretion of the Board, be deemed to justify a reduction in the total number of bargaining unit members employed at such campus school.

3. Declining Student Enrollment: For the purposes of this Agreement, "declining student enrollment" shall mean a decrease in the total number of students enrolled in the total number of courses offered by a department or program area during a semester, which decrease shall be measured by comparing the total number of students so enrolled during the then-current semester with the average total number of students so enrolled during the three previous comparable semesters (i.e., fall or spring), and which decline shall, in the sole discretion of the Board, be deemed to be of sufficient magnitude to justify a reduction in the total number of faculty members within that department or program area; provided, however, that in the case of any department or program area that shall have been in existence for fewer than three (3) full academic years at the time when any measure of student enrollment is taken pursuant to this provision, such measure shall be taken with reference to the average total number of students enrolled in such department or program area during such number of previous comparable semesters as equals the number of full academic years, being fewer than three (3), during which such department or program area shall have been in existence; and provided further that the aforesaid determination of the Board shall not be arbitrary or capricious. For the purpose of determining the total number of students enrolled in all of the courses

offered by a department or program area during any semester, the count shall be taken at the end of the period during which students are permitted to enroll in courses for such semester. Nothing in this definition shall be deemed to permit the retrenchment of any faculty member in any such department or program area until the provisions of Section E of this Article shall have first been complied with, nor shall the existence of a declining student enrollment as herein defined be deemed to require the Board to initiate procedures for the retrenchment of any such faculty member.

4. Retrenchment: For the purposes of this Article, "retrenchment" shall mean the laying off of any member of the bargaining unit by reason of financial exigency, declining pupil enrollment,or declining student enrollment at a College, and shall not mean termination.

5. Seniority: For the purpose of this Agreement, as applied to each member of the bargaining unit, "seniority" shall mean:

a. in the case of faculty members, the status of each faculty member relative to all the other faculty members within the department or program area of which he is a member;

b. in the case of campus school teachers, the status of each campus school teacher relative to all other campus school teachers within the campus school at which he teaches; and

c. in the case of librarians, the status of each librarian relative to all other librarians at the College at which he is employed,

which status shall be measured by the length of the continuous service at the College or another Massachusetts State College of such member of the bargaining unit; in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order of which the Board of Trustees of any College or any of its predecessors shall have voted to appoint such member of the bargaining unit to a position at the College.

A person's service at the College shall not include any time in excess of two (2) years that such person shall have spent in any unpaid leave of absence subsequent to the date on which a Board of Trustees or any of its predecessors shall have voted to appoint such person to a position at a College; provided, however, that nothing herein contained shall be deemed to abrogate any entitlement to seniority that shall have accrued, or may hereafter accrue, to any person who, on November 6, 1978, was employed at a College as an administrator and who held an academic rank on such date; and provided further that the foregoing proviso and the paragraph next following this paragraph shall be deemed to have first had effect at Salem State College on June 10, 1977; such persons, serving in such administrative positions, may accrue no more than a total of twenty (20) years seniority including both prior seniority earned as a faculty member, and seniority accrued as an administrator.

With effect on November 6, 1978, any member of the bargaining unit who was thereafter appointed to an administrative position at a College shall retain seniority accrued as a faculty member at such College at the date of such administrative appointment, provided only that such appointment shall have been made prior to the date of execution of this Agreement.

With effect on the date of execution of this Agreement, any member of the bargaining unit who is thereafter appointed at a College to one of the administrative positions identified below shall retain seniority accrued as a faculty member at such College at the date of such appointment; the administrative positions to which the preceding clause is of application are the following:

a. Vice President, Academic Affairs (Academic Dean),

b. Dean of Graduate and Continuing Education,

c. Dean of Undergraduate Studies

Subject to the provisions of Article IX and Article XX, any person appointed to the position of Vice President, Academic Affairs, may be initially appointed with academic rank, or with academic rank and tenure. No unit position shall be held vacant in reserve by reason of such appointment. Upon the return of such appointee to a unit position, no unit member shall be retrenched for the purpose of creating a vacancy.

6. Administrative Right of Return

Any unit member who, during the term of this Agreement, is appointed to serve in the position of Associate Dean, Academic Affairs, shall be entitled to a leave of absence not to exceed five calendar years from the date of such appointment.

Any unit member who, during the term of this Agreement, is appointed to serve in any other administrative capacity shall be entitled to one (1) unpaid leave of absence not to exceed two (2) calendar years from the date of such appointment. The period of either such leave described in this sub-section 6 shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

7. Conditions Upon Return

Individuals referred to in sub-sections 5 and 6 of this Section are accorded the right to retain their faculty rank and tenure and to return to their faculty position with such rank and tenure, and in the academic department and at the College where they last held such position prior to their appointment to an administrative position, and to do so at any time during their employment in an administrative position; provided, however, that the individuals referred to in sub-section 6 must exercise their right of return no later than the end of their approved leave of absence.

Whenever any of the aforementioned administrators shall have exercised his right to return to his faculty position in accordance with the provisions of the foregoing paragraph, his salary as a faculty member shall be determined in accordance with the following criteria:

a. No such salary shall exceed the maximum salary of the range which, by the terms of any applicable collective bargaining agreement, is of application to such faculty member's rank; and

b. Subject to the foregoing, the salary payable to such faculty member shall be either:

i. an amount equal to the administrator's salary on the date immediately prior to the date on which he assumes his faculty position, but reduced by the dollar amount of the increase, if any, that such administrator was granted in consideration of his having been granted his administrative position; or

ii. an amount equal to the salary last paid such administrator, as he was a faculty member, on the date immediately prior to the date on which he was appointed to an administrative position, but increased by the amount of all those increases in salary that were of general application to members of the faculty and that would otherwise have been granted him had he remained a member of the faculty, whether such increases were accorded by law, by vote of the Board or by any collective bargaining agreement,

whichever shall be greater; provided, however, that in the case of any administrator whose salary as he was a faculty member was at the maximum of the range, as it then was, for the faculty rank he then held, such administrator's salary shall, upon his return to his position as a faculty member, be paid at the maximum of the rank to which he is entitled to return.

8. Termination of Leave

Nothing in this agreement shall be deemed to prohibit any Board of Trustees from, at any time, terminating any leave of absence described in this Section.

D. Criteria for Retrenchment

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Campus School Teachers

The seniority of each campus school teacher employed at any Campus School shall determine the order in which he shall be retrenched from that Campus School so that the most senior such teacher shall be last retrenched and the least senior such teacher shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those Campus School Teachers to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured campus school teacher shall be retrenched sooner than a non-tenured campus school teacher solely by reason of the fact that such tenured teacher has less seniority than such non-tenured teacher.

3. Librarians

The seniority of each librarian at the College at which he is employed shall determine the order in which he shall be retrenched from that College, so that the most senior such librarian shall be last retrenched and the least senior such librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application those librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the library or libraries at such College; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured librarian shall be retrenched sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

4. Application

Whenever it shall be necessary, pursuant to the application of this Section D to determine:

a. Whether any faculty member who would otherwise be retrenched should be retained in any department or program area;

b. Whether any campus school teacher who would otherwise be retrenched should be retained at any campus school; or

c. Whether any librarian who would otherwise be retrenched should be retained in any library or libraries at any College, such determination shall be made by the President and shall not be arbitrary or capricious.

E. Procedures for Retrenchment

1. Financial Exigency

a. If the President determines that retrenchment for financial reasons may be necessary, he shall so notify the Chancellor, the President of the Association and the local chapter President, the All-College Committee, and affected departments and/or program areas that a financial exigency exists, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request, provided, however, that this section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.

c. The President shall provide a reasonable period of time and, whenever possible, a minimum of thirty (30) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the local chapter President.

d. The President of the College, the President of the Association and/or the President of the local chapter shall promptly meet and confer to consider the recommendations of each party and to seek to develop mutual recommendations relative to curtailing the operations of the College as it affects members of the bargaining unit with respect to the preliminary proposal and their recommendations.

e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, the extent of retrenchment in each such unit, and, if known, the projected duration of retrenchment. The plan shall identify, in accordance with the provisions of this Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and local chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:

i. the mission of the affected unit(s) and how circumstances have altered that mission;

ii. the dependence of other unit(s) of the College on the unit(s) affected; of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

iii. arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;

iv. possible consequences to the stature of the College;

v. the possibilities of re-employment elsewhere in the College;

vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor of the Board of Regents.

f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the local chapter President, the President of the Association and/or the local chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the local Chapter President.

2. Declining Pupil Enrollment

In cases of Declining Pupil Enrollment, sub-sections (a) through (f) of Section E.1 of this Article shall be of application, except that the President of the College may solicit and utilize recommendations from the principal of the Campus School in such procedures as he shall determine.

3. Declining Student Enrollment

a. If the President determines that retrenchment for reasons of Declining Student Enrollment may be necessary, he shall so notify the Chancellor, the President of the Association and the local chapter President, the All-College Committee, and affected departments and/or program areas, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request, provided, however, that this section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.

c. The President shall provide a reasonable period of time and, whenever possible, a minimum of sixty (60) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the local chapter President.

d. The President of the College, the President of the Association and/or the President of the local chapter shall promptly meet and confer with respect to the preliminary proposal and their recommendations.

e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, the extent of retrenchment in each such unit. The plan shall identify, in accordance with the provision of this Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and local chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:

i. the mission of the affected unit(s) and how circumstances have altered that mission;

ii. the dependence of other unit(s) of the College on the unit(s) affected; of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

iii. arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;

iv. possible consequences to the stature of the College;

v. the possibilities of re-employment elsewhere in the College;

vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor of the Board of Regents.

f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the local chapter President, the President of the Association and/or the local chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the local Chapter President.

4. The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

F. General Provisions

No member of the bargaining unit shall be retrenched, pursuant to the provisions of the Article, by reason of financial exigency, declining pupil enrollment or declining student enrollment, until after the applicable provisions of sub-section E.1, E.2 or E.3 of this Article as may be required shall have first been complied with; provided, however, that whenever the President of the Association and/or the local Chapter President shall have failed or refused to meet as provided in E.1.(d) and E.3(d) above, then the Board shall determine to retrench as it may deem appropriate.

G. Rights and Benefits of Retrenched Bargaining Unit Members

1. Notice

a. With regard to retrenchment pursuant to Section E above, bargaining unit members to be retrenched shall be informed as soon as possible of their selection. When circumstances permit, the Board shall provide a minimum of fifty-two (52) weeks notice to tenured bargaining unit members with ten (10) or more years of service; thirty seven (37) weeks notice to tenured bargaining unit members with less than ten (10) years of service; and sixteen (16) weeks notice to all other full-time bargaining unit members. Such notice shall be provided in writing.

b. With regard to faculty, the Board recognizes the desirability, whenever possible, of establishing retrenchment dates which coincide with the end of an academic semester so as to minimize the disruption of teaching.

c. Notwithstanding (a) above, notice shall not extend beyond the termination of a bargaining unit member's term of appointment or reappointment.

d. Upon request of the unit member who has been so retrenched, the President of the College shall provide him with a letter of recommendation which shall also state that the unit member was retrenched due solely to financial exigency, declining pupil enrollment or declining student enrollment, and for no other reason.

e. Once notice of retrenchment for financial exigency has been given, the Board may abbreviate said notice period by making a lump sum payment equivalent to sixty (60) percent of the bargaining unit member's weekly salary for each week said notice period is shortened.

2. Unemployment Compensation

The right of every member of the bargaining unit to receive such employment compensation benefits as he may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he may require for the purpose of making any claim pursuant to the said Chapter 151A.

3. Recall

a. Faculty Member

Whenever during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any faculty position in a department in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

b. Campus School Teacher

Whenever during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any teaching position in a campus school from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee shall recall the most senior member of the bargaining unit who shall have been so retrenched from such school; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each member of the bargaining unit to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

c. Librarian

Whenever at any College during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any librarian position at any library or libraries from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee may recall the most senior librarian who shall have been so retrenched from such library or libraries; provided, however that such order of recall shall govern only insofar as pursuant to its initial application each librarian to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

d. General Provisions

Any provision of this Agreement to the contrary notwithstanding, any member of the bargaining unit recalled pursuant to the provisions of the foregoing paragraphs of this sub-section 3 and who shall not have been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the College as apply to persons who hold part-time appointments; and provided further that the terms of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this sub-section 3; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this sub-section 3, but of no other provisions of this Agreement, may have been violated in its application to him.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he shall have held at the date of his retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he was entitled to at the date of his retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his status of seniority, be deemed to have been employed at the College during any period in which he shall have been retrenched pursuant to the provisions of this Article.

4. Re-employment List

The name of any member of the bargaining unit retrenched pursuant to the provisions of this Article, other than a faculty member who shall have been reassigned in accordance with the provisions of the following sub-section 5, shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his length of service at the College where he was employed on the date of his retrenchment, whichever is less. Every person on such re-employment list shall be notified of all positions that are included in the bargaining unit and that are to be filled at any State College in Massachusetts, and shall be interviewed for any such vacancy or position for which he shall have applied within the established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.

In the event that any such person shall, during the period in which his name remains entered on the re-employment list, have been rehired by any State College in Massachusetts, his name shall be removed from such list, and such person shall retain all accumulated sick leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he shall have been entitled to at the date of his retrenchment. Such person shall also be entitled to re-purchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and regulations made thereunder.

5. Reassignment

Reasonable efforts shall be made to locate employment for retrenched unit members within other Massachusetts State Colleges.

6. Tuition Benefits

a. Retrenched unit members will maintain, for a period of up to two (2) years following the date of their retrenchment, those tuition benefits provided in this Agreement.

b. The children, including any adopted or step child or children, of any retrenched unit member will maintain those tuition benefits provided in this Agreement.

7. Supplemental Retraining

At the sole discretion of the President, and subject to the agreement of the retrenched tenured unit member and the President, a program of retraining may be undertaken for a period of up to two (2) years, pursuant to the provisions of Article XA, Section G(2); provided, however that the College shall not thereby be obliged to continue to employ such unit member following the completion of the approved program of retraining.

This provision is applicable only to unit members who are retrenched for reasons of declining student enrollment.

H. Grievances

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article X, the grievant may, at his option, initiate such grievance at Step 2 of Section C(6) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.

I. Part-Time Personnel

No member of the bargaining unit employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article X if on the dates on which he would otherwise be retrenched there is employed in such department or program area any part-time faculty member who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any member of the bargaining unit.

The provisions of this Section I shall be of no application to members of the bargaining unit employed at the Massachusetts College of Art.

J. Home Departments

The membership of any faculty member in any department, to be known as his home department, shall be determined as follows:

1. Except as is provided in the following sub-section (2), a faculty member shall be a member of the department in which he teaches the largest number of his semester hours of credit of instruction.

2. In the case of any faculty member who teaches more than one half (1/2) of his semester hours of credit of instruction in a department to which he is on loan, so called, such faculty member shall be deemed to be a member of such department if he shall have been on such loan and shall have taught more than one half (1/2) of his semester hours of credit of instruction in such department for more than two (2) consecutive academic years, whether commencing with effect before or after the date of execution of this Agreement; such faculty member's home department shall otherwise be that department from which he is on loan.

3. In the case of any faculty member who teaches one half (1/2) of his semester hours of credit of instruction in one department and one half (1/2) of his semester hours of credit of instruction in another department, such faculty member shall be deemed to be a member of that department, being one of the aforesaid two (2) departments, which was last determined to be his home department by application of the foregoing sub-section (1) or (2).

Article XA - Academic Program Development/No Lay Off

A. INTRODUCTION

The parties recognize that it is the purpose of the State Colleges to provide educational programs and research in the liberal, fine and applied arts and sciences and other related disciplines, and to contribute to the resolution of the needs and problems of the local, regional and state-wide communities which they serve. The parties also recognize that it is the further and ultimate purpose of the several State Colleges to provide such educational services in order to prepare students for the social, economic, and cultural world in which they will live after the completion of their education.

In order to best effectuate these purposes, the professional academics who are members of this community--the faculty, librarians, and teachers, have a personal and professional obligation to renew, improve and augment their individual capacities as those pertain to their methods of teaching, their command of a body of knowledge and their skills as mentors of students in a variety of modes, learning strategies and settings. To the same end, the Board of Trustees has a more comprehensive obligation to supervise and participate in the design, maintenance, renewal, improvement, expansion and limitation of such educational programs and curricula as it deems most effectively conceived, within the limits of its resources, to realize those fundamental purposes.

The parties further recognize that the Board of Trustees, in the furtherance of these purposes and in order thereby to improve the quality of its educational programs and curricula, may formulate plans for the renewal, development and staffing of the academic programs, structures, and offerings, at a State College under its jurisdiction. In order to ensure the participation of members of the academic community at a State College in the formulation of any such plan or plans as it relates to the educational programs, curricula and staffing of such, the parties have made express provisions for such participation by incorporating certain provisions to that effect in Article VII of this Agreement, it being the understanding of the parties that such participation shall occur in accordance with such provision.

Therefore, in order to ensure that the implementation of such plans, when and as they are more fully developed, will provide for the greatest possible utilization of the skills and knowledge of the faculty, teachers and librarians of each State College, the parties hereby agree as follows.

B. Application

Save as is provided in Articles X and XB, the provisions of this Article shall exclusively govern the retrenchment of members of the bargaining unit at each College, any other provision of the Agreement to the contrary notwithstanding.

C. Definitions

1. Academic Program Development

Academic Program Development shall be deemed to have occurred whenever either of the following necessitates increasing or decreasing the number of the unit members in one or more Academic Departments, Program area, Library or Campus School, as the case may be.

a. The establishment, alteration, or elimination of an academic program or a general educational requirement which has been made in accordance with the procedures of Article VII.

b. A significant and demonstrable change in the enrollment patterns of students within an Academic program resulting in the inability of the faculty of an Academic Department to teach twelve (12) semester hours of credit of instruction in courses offered by their department, or the equivalent through the fulfillment of alternative professional responsibilities assigned pursuant to Article XII, or work load reductions made in accordance with the provisions of this Agreement.

2. Retrenchment

For the purpose of this Article XA, "retrenchment" shall mean the laying off of any member of the bargaining unit by reason of academic program development at a College and shall not mean termination.

3. Seniority:

For the purpose of this Agreement, as applied to each member of the bargaining unit, "seniority" shall mean:

a. in the case of faculty members, the status of each faculty member relative to all the other faculty members within the department or program area of which he is a member;

b. in the case of campus school teachers, the status of each campus school teacher relative to all other campus school teachers within the campus school at which he teaches; and

c. in the case of librarians, the status of each librarian relative to all other librarians at the College at which he is employed,

which status shall be measured by the length of the continuous service at the College or another Massachusetts State College of such member of the bargaining unit; in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order of which the Board of Trustees of any College or any of its predecessors or a Board of Trustees shall have voted to appoint such member of the bargaining unit to a position at the College.

A person's service at the College shall not include any time in excess of two (2) years that such person shall have spent in any unpaid leave of absence subsequent to the date on which a Board of Trustees or any of its predecessors shall have voted to appoint such person to a position at a College; provided, however, that nothing herein contained shall be deemed to abrogate any entitlement to seniority that shall have accrued, or may hereafter accrue, to any person who, on November 6, 1978, was employed at a College as an administrator and who held an academic rank on such date; and provided further that the foregoing proviso and the paragraph next following this paragraph shall be deemed to have first had effect at Salem State College on June 10, 1977. With effect on November 6, 1978, any member of the bargaining unit who is thereafter appointed to an administrative position at a College shall retain seniority accrued as a faculty member at such College at the date of such administrative appointment, provided only that such appointment shall have been made prior to the date of execution of this Agreement. With effect on the date of execution of this Agreement, any member of the bargaining unit who is thereafter appointed at a College to one of the administrative positions identified below shall retain seniority accrued as a faculty member at such College at the date of such appointment; the administrative positions to which the preceding clause is of application are the following:

a. Vice President, Academic Affairs (Academic Dean),

b. Dean of Graduate and Continuing Education,

c. Dean of Undergraduate Studies

Subject to the provisions of Article IX and XX, any person appointed to the position of Vice President, Academic Affairs (Academic Dean), may be initially appointed with academic rank, or with academic rank and tenure. No unit position shall be held vacant in reserve by reason of such appointment. Upon the return of such appointee to a unit position no unit member shall be retrenched for the purpose of creating a vacancy.

4. Administrative Right of Return

Any unit member who, during the term of this Agreement, is appointed to serve in the position of Associate Dean, Academic Affairs, shall be entitled to a leave of absence not to exceed five calendar years from the date of such appointment.

Any unit member who, during the term of this Agreement, is appointed to serve in any other administrative capacity shall be entitled to one (1) unpaid leave of absence not to exceed two (2) calendar years from the date of such appointment. The period of either such leave described in this sub-section 4 shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

5. Conditions Upon Return

Individuals referred to in sub-sections 3 and 4 of this Section are accorded the right to retain their faculty rank and tenure and to return to their faculty position with such rank and tenure, and in the academic department and at the College where they last held such position prior to their appointment to an administrative position, and to do so at any time during their employment in an administrative position; provided, however, that the individuals referred to in sub-section 4 must exercise their right of return no later than their approved leave of absence.

Whenever any of the aforementioned administrators shall have exercised his right to return to his faculty position in accordance with the provisions of the foregoing paragraph, his salary as a faculty member shall be determined in accordance with the following criteria:

a. No such salary shall exceed the maximum salary of the range which, by the terms of any applicable collective bargaining agreement, is of application to such faculty member's rank; and

b. Subject to the foregoing, the salary payable to such faculty member shall be either:

i. an amount equal to the administrator's salary on the date immediately prior to the date on which he assumes his faculty position, but reduced by the dollar amount of the increase, if any, that such administrator was granted in consideration of his having been granted his administrative position; or

ii. an amount equal to the salary last paid such administrator, as he was a faculty member, on the date immediately prior to the date on which he was appointed to an administrative position, but increased by the amount of all those increases in salary that were of general application to members of the faculty and that would otherwise have been granted him had he remained a member of the faculty, whether such increases were accorded by law, by vote of this Board or by any collective bargaining agreement,

whichever shall be greater; provided, however, that in the case of any administrator whose salary as he was a faculty member, was at the maximum of the range, as it then was, for the faculty rank he then held, such administrator's salary shall, upon his return to his position as a faculty member, be paid at the maximum of the rank to which he is entitled to return.

6. Termination of Leave

Nothing in this agreement shall be deemed to prohibit any Board of Trustees from, at any time, terminating any leave of absence described in this Section.

D. Retrenchment

From and after the execution of this agreement, no member of the bargaining unit shall be retrenched by reason of academic program development at a State College except in accordance with the provisions of this Article XA.

E. Criteria for Retrenchment

Retrenchment shall take place only pursuant to the following provisions:

1. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he shall be retrenched from that department or program area, so that the most senior such member shall be last retrenched and the least senior such member shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application those faculty members to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured member of a department or program area shall be retrenched sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

2. Campus School Teachers

The seniority of each campus school teacher employed at any Campus School shall determine the order in which he shall be retrenched from that Campus School so that the most senior such teacher shall be last retrenched and the least senior such teacher shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application those Campus School Teachers to be retained are, by training and/or experience, qualified to teach the remaining courses which are to be continued to be offered by such department or within such program area to fulfill its mission and purpose; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured campus school teacher shall be retrenched sooner than a non-tenured campus school teacher solely by reason of the fact that such tenured teacher has less seniority than such non-tenured teacher.

3. Librarians

The seniority of each librarian at the College at which he is employed shall determine the order in which he shall be retrenched from that College, so that the most senior such librarian shall be last retrenched and the least senior such librarian shall be first retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application those librarians to be retained are, by training and/or experience, determined by the Board of Trustees to be essential to the operation of the library or libraries at such College; provided further that such order of retrenchment shall govern only insofar as its application is not in violation of the laws of the Commonwealth of Massachusetts or the United States; and provided further that no tenured librarian shall be retrenched sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

4. Application

Whenever it shall be necessary, pursuant to the application of this Section D to determine:

a. whether any faculty member who would otherwise be retrenched should be retained in any department or program area;

b. whether any campus school teacher who would otherwise be retrenched should be retained at any campus school; or

c. whether any librarian who would otherwise be retrenched should be retained in any library or libraries at any College, such determination shall be made by the President and shall not be arbitrary or capricious.

F. Procedures for Retrenchment

1. Academic Program Development

a. If the President determines that retrenchment for reasons of Academic Program Development may be necessary, he shall so notify the Chancellor, the President of the Association and the local chapter President, the All-College Committee, and affected departments and/or program areas, and shall provide them with a preliminary proposal, which shall address the reasons for the anticipated retrenchment, the amount of the anticipated retrenchment and the areas proposed for retrenchment.

b. Accurate information, statistics and/or financial data related to such preliminary proposal shall be made available by the President for inspection and/or copying upon request, provided, however, that this section shall not require the President to compile such information, statistics and/or financial data in the form requested unless already compiled in that form.

c. The President shall provide a reasonable period of time and, whenever possible, a minimum of sixty (60) days from the issuance of the preliminary proposal, to receive advice and written recommendations from the President of the Association and/or the local chapter President.

d. The President of the College, the President of the Association and/or the President of the local chapter shall promptly meet and confer with respect to the preliminary proposal and their recommendations.

e. If, after having considered such recommendations, the President determines that retrenchment remains necessary, he shall recommend a final retrenchment plan, which shall state the unit or units in which retrenchment shall occur, the extent of retrenchment in each such unit. The plan shall identify in accordance with the provisions of the Article, those unit members who are to be retrenched. A copy of the recommendations of the Association and local chapter shall accompany the recommendations of the President. In developing the final retrenchment plan, the President shall address the following considerations:

i. the mission of the affected unit(s) and how circumstances have altered that mission;

ii. the dependence of other unit(s) of the College upon the unit(s) affected; of the offerings of the unit(s) affected and/or arrangements to replace offerings lost;

iii. arrangements to allow students in the affected unit(s) to satisfy academic needs or requirements;

iv. possible consequences to the stature of the College;

v. the possibilities of re-employment elsewhere in the College;

vi. the advisability of program curtailment as opposed to program abolition.

A copy of the above material shall also be transmitted to the Chancellor of the Board of Regents.

f. The Board of Trustees shall promptly meet to consider the plan so recommended. In accordance with the Board of Trustees' procedures, upon the prior written request of the President of the Association and/or the local chapter President, the President of the Association and/or the local chapter President shall be granted an opportunity to address the Board. Thereafter, the Board may adopt a plan of retrenchment as it shall determine. Unit members may thereafter be retrenched pursuant to the plan so adopted in accordance with the provisions of this Article. A copy of such plan shall be given to the Chancellor, the President of the Association and the local Chapter President.

2. The determination of the Board of Trustees made hereunder shall not be arbitrary or capricious.

G. Offer to Reassign or to Provide a Program of Professional Development

Notwithstanding any other term of this Agreement no unit member shall be retrenched pursuant to the provisions of this Article until after the provisions of this Section G have been complied with and then only in compliance with the express provisions of this Article.

Whenever any member of the bargaining unit is to be retrenched by reason of Academic Program Development, he shall be entitled to receive an offer from the Board of Trustees pursuant to the provisions of sub-section (1) or (2).

1. Offer of Reassignment

Whenever the Board of Trustees or its designee shall have determined, at its sole discretion, that the skills, knowledge and experience of such member of the bargaining unit can be more effectively utilized at the College in a department, including any program area, library or campus school, other than that in which such member of the bargaining unit is then employed, it may, after consultation with such unit member, offer to reassign such unit member accordingly.

Any offer so made shall be made in writing by the Board of Trustees or its designee, shall set forth the department, program area, library or campus school to which such reassignment is to be made, shall appoint the date on which such reassignment is to have effect, shall provide such other pertinent information as the Board or its designee may deem necessary or desirable, and shall be sent to such unit member in accordance with the provisions of sub-section 5 below.

Whenever the Board of Trustees or its designee shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this sub-section 1, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H below and to no other provision of this Article, or Article X, or Article XB, retrench such unit member by giving him notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.

No reassignment shall be offered or made pursuant to the provisions of this sub-section 1 except to a position then vacant; provided, however, that at the sole discretion of the Board of Trustees or its designee, any such vacancy may be created by the retrenchment of a non-tenured member of the bargaining unit, by giving such non-tenured member of the bargaining unit notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester. Any retrenchment effected for the purpose of creating a vacancy as aforesaid shall be subject only to the provisions of sub-sections 1, 2 and 3 of Section H below and to no other provision of this Article, or Article X, or Article XB.

2. Offer of a Program of Professional Development

Whenever the Board of Trustees or its designee shall have determined, at is sole discretion, that the skills, knowledge and experience of such member of the bargaining unit might be made relevant to the changing needs of the College only if such member of the bargaining unit participates in a program of professional development, it shall offer:

a. after consultation with such unit member, to provide such program to such unit member and to pay the tuition fees at a public institution of higher learning within the Commonwealth or, if undertaken pursuant to the rules and regulations of the New England Regional Student Program, at a public institution of higher education in New England, if any, for a period of up to two (2) years required for the implementation of the same;

b. to continue to employ such unit member during any period of such program that falls within an academic, school or other work year, as the case may be, with such reduction of the workload of such unit member as the Board shall, after consultation with the Association, determine, but subject to all the other terms and conditions of this Agreement, including the provisions of this Article and of Article IX, and to all the terms and conditions of any successor thereto;

c. to continue to employ such member from and after the successful completion of such program, subject to all the terms and conditions of this Agreement, including Articles IX and X thereof, and to all the terms and conditions of any successor thereto.

Any offer so made shall be made in writing by the Board of Trustees or its designee, shall set forth the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of such program, together with the general manner of its implementation, including the manner in which any tuition thereby entailed shall be paid by the Board, and shall be sent to such unit member in accordance with the provisions of sub-section 5 below.

Subject to the foregoing, the nature, purpose, terms, content, scope, time and duration, whether or not falling within any work year, and location of any and every such program of professional development shall be determined at the sole discretion of the Board of Trustees or its designee; provided, however, that whenever any such program requires the Board to pay any tuition, it shall be a condition of the offer made that the member of the bargaining unit to whom it is made shall agree to remain an employee of the Board for a period equal to twice the period of such program unless the Board, then or thereafter, shall have waived this condition in whole or in part or shall have retrenched such member of the bargaining unit subsequent to the conclusion of such program.

Whenever the Board of Trustees or its designee shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this sub-section 2, and whenever such unit member shall have failed, within thirty (30) days after the receipt of such offer, to accept such offer in its entirety, the Board of Trustees may, at its sole discretion, subject only to the provisions of Section H, below, and to no other provision of this Article, or Article X, or Article XB, retrenched such unit member by giving him notice thereof in writing, which notice shall, any other provision of this Agreement to the contrary notwithstanding, have effect not sooner than the commencement of the next academic semester.

Whenever the Board of Trustees or its designee shall, in respect of any member of the bargaining unit, have made any offer pursuant to the foregoing provisions of this paragraph, and whenever such unit member, within thirty (30) days after the receipt of such offer, shall have accepted such offer in its entirety, such unit member shall not be retrenched during the period in which such program of professional development is in effect unless such unit member shall have sooner failed, in some material way, to comply with the terms of such program.

3. Dual Offers

Nothing in the foregoing shall be deemed to prohibit a Board of Trustees from making offers to any eligible member of the bargaining unit, whether simultaneously or otherwise, pursuant to both of the foregoing sub-sections 1 and 2; and nothing in the foregoing shall be deemed to abridge the right of a Board of Trustees to reassign any member of the bargaining unit from one department, program area or other organizational unit at the College to another such unit at the College in circumstances other than those described in this Article XA.

4. Criteria Governing the Order in Which Offers May be Made Pursuant to Sub-Sections 1,2 and 3

Whenever the Board of Trustees or its designee shall have determined that the implementation of any plan will require the transfer of, or the participation in, a program of professional development by, any member or members of a department or program area, any librarian or librarians at a College, or any Campus School teacher or teachers at a Campus School, then no member of such department or program area, no librarian at such College, and no Campus School teacher at such Campus School shall receive an offer pursuant to sub-section 1, sub-section 2, or sub-section 3 unless an offer, but not necessarily the same offer, shall have been sooner made to such faculty member, librarian or campus school teacher, if any, as is required by the following provisions to have been the prior recipient of such an offer:

a. Faculty Members

The seniority of each faculty member within any department or program area at a College shall determine the order in which he shall receive an offer made pursuant to the provisions of this Article, so that the least senior member shall first receive such an offer and the most senior such member shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those faculty members that will remain in such department or program area if an offer is accepted are, by training and/or experience, qualified to teach the remaining courses offered by such department or within such program area; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured member of a department or program area shall receive any offer sooner than a non-tenured member of such department or program area solely by reason of the fact that such tenured member has less seniority than such non-tenured member.

b. Campus School Teachers

The seniority of each Campus School teacher employed at any Campus School shall determine the order in which he shall receive an offer made pursuant to the provisions of this Article, so that the least senior such teacher shall first receive such an offer and the most senior teacher shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those Campus School teachers that will remain in such Campus School if an offer is accepted are, by training and/or experience, qualified to discharge the resonsibilities which remain to be discharged at such Campus School; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured campus school teacher shall receive any offer sooner than a non-tenured teacher solely by reason of the fact that such tenured member has less seniority than such non-tenured teacher.

c. Librarians

The seniority of each librarian at the College at which he is employed shall determine the order in which he shall receive an offer made pursuant to the provisions of this Article, so that the least senior such librarian shall first receive such an offer and the most senior such librarian shall last receive such an offer; provided, however, that such order shall govern only insofar as, pursuant to its initial application, those librarians that will remain at such College if an offer is accepted are, by training and/or experience, qualified to render the remaining services offered within the library or libraries at such College; and provided further that such order shall govern only insofar as its application is not in violation of the laws of the Commonwealth or the United States; and provided further that no tenured librarian shall receive any offer sooner than a non-tenured librarian solely by reason of the fact that such tenured librarian has less seniority than such non-tenured librarian.

5. Notice of Offer

Any offer made by a Board of Trustees to a member of the bargaining unit pursuant to this Section G shall be sent to such unit member by certified mail, return receipt requested. If such certified letter is returned undelivered, it shall then be sent to such unit member by regular first class mail and, if unreturned, shall be deemed to have been received by him on the date when delivery of the certified letter would have otherwise been effected.

6. Limitations

The provisions of this Section G shall be of no force or effect at any College during any period in respect of which the Board of Trustees shall have declared a fiscal exigency or during any period in which any one or more members of the bargaining unit who have been retrenched by reason of a fiscal exigency remain subject to recall therefrom pursuant to the provisions of sub-section 3 of Section G of Article X.

It is the intent of this Section that the provisions of Article X shall exclusively be of application to a financial exigency, and shall not be applied arbitrarily or capriciously where the provisions of Article XA are of proper application.

H. Rights and Benefits of Retrenched Bargaining Unit Members

1. Unemployment Compensation

The right of every member of the bargaining unit to receive such employment compensation benefits as he may be entitled to under Chapter 151A of the General Laws, as amended, is hereby recognized. Every appropriate Board of Trustees shall provide any member of the bargaining unit retrenched pursuant to the provisions of this Article with all such information and assistance as he may require for the purpose of making any claim pursuant to the said Chapter 151A.

2. Recall

a. Faculty Member

Whenever during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any faculty position in a department in which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee shall recall the most senior faculty member from among those faculty members who shall have been so retrenched from such department; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each faculty member to be recalled is, by training and/or experience, qualified to teach the course or courses for the teaching of which such position is to be filled.

b. Campus School Teacher

Whenever during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any teaching position in a campus school from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee shall recall the most senior member of the bargaining unit who shall have been so retrenched from such school; provided, however, that such order of recall shall govern only insofar as pursuant to its initial application each member of the bargaining unit to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

c. Librarian

Whenever at any College during the term of this Agreement it shall be determined by the President or his designee to be necessary to fill, in whole or in part, any librarian position at any library or libraries from which retrenchment shall, pursuant to the provisions of this Article, have earlier taken place, then the President or his designee may recall the most senior librarian who shall have been so retrenched from such library or libraries; provided, however that such order of recall shall govern only insofar as pursuant to its initial application each librarian to be recalled is, by training and/or experience, qualified to discharge the responsibilities for which such position is to be filled.

d. General Provisions

Any provision of this Agreement is the contrary notwithstanding, any member of the bargaining unit recalled pursuant to the provisions of the foregoing paragraphs of this sub-section 2 and who shall not have been recalled to serve as a full-time appointee shall be recalled subject to any and all such policies, practices and procedures of the Board of Trustees and the College as apply to persons who hold part-time appointments; and provided further that the terms of service of such part-time appointee shall be governed by such policies, practices and procedures and shall not be governed by any of the provisions of this Agreement other than the provisions of this sub-section 2; and provided further that, notwithstanding the foregoing, such part-time appointee shall retain the right to use the procedures of Article XI of this Agreement, to the extent they may apply, to determine whether any provision of this sub-section 2, but of no other provisions of this Agreement, may have been violated in its application to him.

Any such member of the bargaining unit so recalled to a full-time position shall retain all those rights of tenure that he shall have held at the date of his retrenchment, and shall retain all accumulated sick leave and any eligibility for sabbatical leave that, pursuant to the terms of this Agreement, he was entitled to at the date of his retrenchment.

Any such member of the bargaining unit so recalled to a full-time position shall, for the purpose of determining his status of seniority, be deemed to have been employed at the College during any period in which he shall have been retrenched pursuant to the provisions of the Article.

3. Re-employment List

The name of any member of the bargaining unit retrenched pursuant to the provisions of this Article, other than a faculty member who shall have been reassigned in accordance with the provisions of the following sub-section 5, shall be entered on a re-employment list and shall be maintained thereon for five (5) years or for a period equal to his length of service at the College where he was employed on the of his retrenchment, whichever is less. Every person on such re-employment list shall be notified of all positions that are included in the bargaining unit and that are to be filled at any State College in Massachusetts, and shall be interviewed for any such vacancy or position for which he shall have applied within the established time limit for the receipt of applications, which interview shall take place prior to the filling of such position.

In the event that any such person shall, during the period in which his name remains entered on the re-employment list, have been rehired by any State College in Massachusetts, his name shall be removed from such list, and such person shall retain all accumulated sick leave and all prior service for tenure and sabbatical leave that, pursuant to the terms of this Agreement, he shall have been entitled to at the date of his retrenchment. Such person shall also be entitled to re-purchase past service credits for retirement in accordance with applicable statutes of the Commonwealth and regulations made thereunder.

I. Grievances

Notwithstanding the provisions of Article XI of this Agreement, in the event that a grievant alleges a violation of an express provision of this Article XA, the grievant may, at his option, initiate such grievance at Step 2 of Section C(6) of Article XI; provided, however, that, subject as aforesaid, every other provision of Article XI shall remain of full force and effect and shall apply to any such grievance so filed at Step 2.

J. Part-Time Personnel

No member of the bargaining unit employed in any academic department or in any academic program area shall be retrenched pursuant to the provisions of this Article XA if on the dates on which he would otherwise be retrenched there is employed in such department or program area any part-time faculty member who is teaching a course or courses that such member of the bargaining unit is qualified, by training and/or experience, to teach, it being the understanding of the parties that any such part-time faculty member shall be terminated prior to the retrenchment of any member of the bargaining unit.

The provisions of this Section I shall be of no application to members of the bargaining unit employed at the Massachusetts College of Art.

K. Home Departments

The membership of any faculty member in any department, to be known as his home department, shall be determined as follows:

1. Except as is provided in the following sub-section (2), a faculty member shall be a member of the department in which he teaches the largest number of his semester hours of credit of instruction.

2. In the case of any faculty member who teaches more than one half (1/2) of his semester hours of credit of instruction in a department to which he is on loan, so called, such faculty member shall be deemed to be a member of such department if he shall have been on such loan and shall have

taught more than one half (1/2) of his semester hours of credit of instruction in such department for more than two (2) consecutive academic years, whether commencing with effect before or after the date of execution of this Agreement; such faculty member's home department shall otherwise be that department from which he is on loan.

3. In the case of any faculty member who teaches one half (1/2) of his semester hours of credit of instruction in one department and one half (1/2) of his semester hours of credit of instruction in another department, such faculty member shall be deemed to be a member of that department, being one of the aforesaid two (2) departments, which was last determined to be his home department by application of the foregoing sub-section (1) or (2).

ARTICLE XB - Academic Reorganization

A. Programmatic Academic Reorganization

Prior to implementing in whole or in part any plan of a kind described in Section A of Article XA of this Agreement, but only to the extent that such plan or part of such plan will, if implemented, change any academic program, curriculum or structure at any one or more of the several State Colleges, the Board of Regents shall transmit such plan or part thereof, to the extent that the same will, if implemented, change any academic program, curriculum or structure at any College, through the President of such College to the All-College Committee. A copy of the same shall also be transmitted to the Chapter President and to the President of the Association. Upon its receipt thereof, the All-College Committee shall refer the same to any such standing committee or committees within whose jurisdiction such plan or part thereof falls, but only to the extent, in the case of each such standing committee, that such plan or part thereof so falls.

At the time of such transmittal, the Board or Regents, acting through the President, shall give written notice to the All-College Committee of the date by which any final recommendation or recommendations are required to be submitted to the President, pursuant to the provisions of Article VII, in respect of such plan or part thereof; provided, however, that different dates may be so established with respect to different portions of such plan or plans; and provided further that if after its receipt of any recommendation or recommendations from any standing committee, the All-College Committee shall have determined that an extension of time is reasonably required for its consideration of any such recommendation, it shall so notify the President in writing and it shall thereupon be granted, during an academic year, an additional thirty (30) days for such purpose from and after the date first set for the making of any final recommendation. The date or dates that are established pursuant to the foregoing provision for the making of any recommendation in respect of any such plan or part thereof shall govern the making of any such recommendation made, whether by the All-College Committee or otherwise, pursuant to the provisions of this Article VII, anything in such provisions to the contrary notwithstanding.

Thereafter, any bargaining unit member retrenched as a result of such programmatic reorganization will be accorded the retrenchment rights provided for in Article XA, Sections G and H of this Agreement; further, the provisions of Sections C, D, E, I, J, and K of Article XA of this Agreement shall be of application regarding the retrenchment of any unit member under the terms of this Section A.

B. Merger or Abolition of a College

In the event that a State College is abolished or merged pursuant to any legislative enactment, then, upon the written demand of the Association, the Board of Regents, acting through the Council of Presidents, shall convene impact negotiations within five (5) days of the receipt of such written demand.

ARTICLE XI - GRIEVANCE PROCEDURE

A. INTRODUCTION

The Board of Regents, acting through the Council of Presidents, and the Association recognize that Chapter 150E Section 8 of the General Laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Board. Therefore, the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the interpretation of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

B. DEFINITIONS

1. Complaint - a complaint is a written statement, which shall be expressly denominated "Complaint", setting forth a grievance as hereinafter defined. A complaint shall aver all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

2. Grievant - grievant shall mean the Association or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

3. Grievance - a grievance is an allegation by the Association or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, him, or them, respectively. The Association may seek resolution of a grievance only if initiation of the procedure for such resolution has been duly authorized by the Association and so certified by its President or his designee.

4. Day - for the purposes of this Article, day shall mean a working day.

5. Academic Judgment - for the purposes of this Article, every decision made pursuant to Article VIII, Article IX,

Article XX, or any or all of them, as the case may be, to renew or fail to renew an academic appointment, to terminate any such appointment, to grant or refuse to grant tenure, or to grant or refuse a promotion, and no other decision, shall be deemed to have been made pursuant to an exercise of academic judgment; and every grievance that, explicitly or by implication, questions the merits of any such decision, but of no other decision, shall be deemed to be a grievance that questions an exercise of academic judgment.

6. Board - Except as otherwise specifically identified for the purpose of this Article, "Board" shall mean the Board of Regents acting through the Council of Presidents which shall consist of the President of each State College.

C. PROCEDURES FOR FILING A GRIEVANCE

The Association or any member or members of the bargaining unit having a grievance, as defined above, shall seek its resolution only in accordance with the grievance procedures set forth in this Article.

1. Extension of Certain Time Periods

Whenever there shall have been initiated procedures for the resolution of any grievance that arises out of or relates to a decision or determination, the making of which requires an exercise of academic judgment, whether such grievance alleges breach of a substantive or procedural term of this Agreement, such initiation shall be deemed to extend the limits of time prescribed by this Agreement for the giving of any notice required to be given in respect of the decision or determination that is the subject matter of such grievance. Such extension of time shall expire sixty (60) days from the date on which the procedures prescribed herein for the resolution of such grievance shall have been concluded.

2. Inspection of Record

At any reasonable time during any step of these procedures the grievant shall be permitted to inspect all or any part of the grievance record, and, where appropriate, shall be permitted to make copies of all or any parts of such record.

3. Introduction of Evidence

Evidence may be introduced into the grievance record only in compliance with the following provisions:

a. Within the time limits hereinafter prescribed for the initiation of Step 2 of these procedures, the grievant shall introduce all evidence in his possession and on which he relies or intends to rely as supporting his claim for relief;

b. Notwithstanding the foregoing, the grievant may introduce additional evidence for the sole purpose of rebutting any finding of fact or any determination as set forth in any decision rendered pursuant to the provisions of this Article; provided, however, that such additional evidence, if any, shall be introduced within the time period allowed for the initiation of the Step next following such decision;

c. The President shall introduce at Step 2 all evidence in his possession and on which he relies in making any finding of fact and any determination as set forth in the decision rendered by him pursuant to the provisions of this Article; provided, however, that nothing herein contained shall be deemed to require the President to introduce any evidence otherwise introduced by the grievant pursuant to the foregoing provisions;

d. Notwithstanding the foregoing, the grievant, the President or any of his agents, or the Chairperson of the Council of Presidents may introduce any evidence material and relevant to the grievance the existence of which evidence he or they did not and should not have known at the times otherwise provided herein for the introduction of evidence.

All evidence introduced pursuant to the foregoing provisions shall form a part of the grievance record.

4. Request for Evidence

Whenever the grievant wishes to introduce evidence pursuant to the provisions of this Article, and such evidence is or may be in the possession of the Administration, the grievant may, within the time period allowed for the initiation of the Step at which such evidence is permitted to be introduced, file with the President or his designee a written request for such evidence. Whenever such request shall have been so filed, the President shall, within seven (7) days after the filing of such request, convey to the grievant any and all such evidence possessed by him so requested; provided, however, that notwithstanding the foregoing, the President may refuse to convey any such evidence not deemed by him material and relevant to the grievance set forth in the said complaint; and provided, further that whenever the President shall have refused to convey any such evidence, such refusal and the reasons therefor shall be communicated in writing to the grievant and shall thereafter form a part of the grievance record. Such request when so filed and such evidence when so conveyed shall form a part of the grievance record.

5. Notice to Association

Whenever any grievant shall have initiated the grievance procedures of this Article, or shall have proceeded to Step 2, notice thereof shall be given to the President of the Association by the person charged at such Step with resolution of the grievance.

6. Determination to be made pursuant to Resolution of Grievance

At Step 2 of these procedures, the President or his designee shall, within the time limits prescribed, determine:

a. Whether the grievant has complied with the procedures for seeking resolution of a grievance as set forth in this Article;

b. Whether the complaint alleges a breach of an express term of the contract; and

c. Whether an express provision of this Agreement has been breached in its application to the grievant as claimed.

STEP 1: THE VICE PRESIDENT (INFORMAL)

Save as is provided in Section I, a grievant shall initiate the grievance procedures of this Article by filing with the Vice President or his designee, during the term of this Agreement or an extension thereof, a written notice that a grievance exists. The notice need not be in the form of a complaint, but need only briefly describe the subject of the grievance. No such notice may be filed more than ten (10) days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should have had knowledge of the event upon which the grievance is based. The filing date required hereunder shall be deemed to have been complied with by a postmark dated within the specified time limit. Within five (5) days after the receipt of such notice, the Vice President or his designee shall meet with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the Vice President or his designee shall have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to Step 2.

STEP 2: THE PRESIDENT (FORMAL)

If the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the period provided under Step 1 for informal resolution of the grievance, he shall file with the President or his designee:

a. a complaint; and

b. all documents and evidence in his possession and upon which he relies or intends to rely as supporting his claim for relief.

All such documents and evidence so filed shall form a part of the grievance record.

The President or his designee shall transmit a copy of the complaint to the Employee Relations Committee, the Chairman of the Committee of Presidents and, unless the Association or the Chapter President, personally, is the grievant, to the Chapter President.

The President or his designee shall meet with the grievant to discuss the grievance within fourteen (14) days after the filing of the complaint. The President shall consider any grievance the resolution of which shall have been sought, pursuant to the terms set forth herein, through the prior Step of the grievance procedure; provided, however, that the President shall have no jurisdiction to consider:

a. any grievance that, explicitly or by implication, questions an exercise of academic judgment as hereinbefore defined, but provided further that, notwithstanding the foregoing, the President shall have jurisdiction to consider:

  i. any grievance that alleges a failure to comply with the procedures prescribed at Section C of this Article XI of this Agreement, but only as to such allegation;

  ii. any grievance that alleges that the exercise of the academic judgement complained was arbitrary and capricious; and

b. any grievance pertaining to

  i. the denial of a promotion where such promotion was supported neither by the Department Chairperson, the Director, Library, the Chairperson of the Library, nor the Principal of a Campus School, as the case may be, the Committee on Promotions, the Ad Hoc Committee, if any, nor by the Vice President;

  ii. the denial of a reappointment where such reappointment was supported neither by the Department Chairperson, the Director, Library, the Chairperson of the Library, nor the Principal of a Campus School, as the case may be, the Ad Hoc Committee, if any, nor by the Vice President; and

iii. the denial of tenure where the granting of tenure was supported neither by the Department Chairperson, the Director, Library, the Chairperson of the Library, nor the Principal of a Campus School, as the case may be, nor by the Special Committee on Tenure, the Ad Hoc Committee, if any, nor by the Vice President;

but provided further that, notwithstanding the foregoing, the President shall have jurisdiction to consider any grievance that alleges a failure to comply with the procedures prescribed at Article VIII of this Agreement but only as to such allegation.

Within thirty (30) days after the filing of the complaint, the President or his designee shall make such determination as is prescribed in Section C (6) of this Article. The President or his designee shall render a written decision and shall set forth therein his determinations and the reasons therefor and his findings of fact, and he shall provide a copy of his decision to the grievant, the Employee Relations Committee, the Chapter President, and the Chairperson of the Council of Presidents. Such decision shall thereafter form a part of the grievance record.

If the President or his designee shall have determined that an express provision of this Agreement has been breached in its application to the grievant as claimed, he may, consistent with the terms of this Agreement, provide any appropriate remedy for such breach. Whenever the President or his designee shall have provided any remedy by him deemed appropriate, such remedy shall be set forth by him in writing in his decision. Such determination when so set forth in writing shall thereafter form a part of the grievance record. If the grievance shall not have been resolved to the satisfaction of the grievant, then, subject to the provisions of this article, he may elect to proceed to Step 3.

STEP 3: ARBITRATION

Within fourteen (14) days after receipt of the decision rendered at Step 2 or if no decision has been rendered at Step 2 within the time specified, then within fourteen (14) days thereafter, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Association shall have the exclusive right to initiate arbitration of a grievance. Whenever the Association shall initiate arbitration of a grievance the resolution of which has theretofore been sought by a member or members of the bargaining unit, then such member or members shall be bound in all respects by the decision of the arbitrator to the same extent as the Board of Regents and the Association;

2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through the initial two (2) prior Steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Association and so certified by its President.

3. The Association shall initiate arbitration by giving written notice to the President and the Chairperson of the Council of Presidents within the said fourteen (14) days that it intends to submit a grievance to arbitration. A copy of such notice shall be provided to the Employee Relations Committee.

Within ten (10) days of the President's receipt of such notice from the Association, the parties shall promptly select an arbitrator as follows:

> In the first instance of the initiation of arbitration by the Association, the parties shall select as arbitrator the individual whose name first appears on the list of arbitrators incorporated as Appendix I of this Agreement. In each subsequent instance, the parties shall select the individual whose name next follows the name last selected. If the individual so selected shall be unable or unwilling to serve as arbitrator, then the parties shall select the individual whose name next appears on said list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected to serve in accordance with these procedures.
>
> Upon acceptance by the selected individual of the position of arbitrator, the Board of Regents, acting through the Council of Presidents, shall promptly file with the arbitrator:
>
> 1. A copy of this Agreement;
>
> 2. A copy of the written notice, sent to the Board and the President, of the Association's intention to initiate arbitration; and
>
> 3. A complete copy of the grievance record.
>
> Upon receipt from the Board of Regents and the Association of all materials required to be filed with the arbitrator, and after thirty (30) days from the receipt of the notice by the Chairperson of the Council of Presidents of the submission of the grievance to arbitration, the arbitrator shall promptly convene a hearing on the issues presented

by the complaint, giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any, unless the grievance shall have otherwise been disposed of. The arbitrator shall then give at least ten (10) days' notice to the parties of the scheduled hearing date and, during a period of not less than seven (7) days prior to such hearing, shall permit the grievant to submit new evidence for the sole purpose of rebutting any finding or determination rendered at the prior Step. Such evidence when so submitted shall thereafter form a part of the grievance record.

Anything in the foregoing to the contrary notwithstanding the parties shall have the right, upon mutually agreeing so to do, to waive their rights to a hearing and to submit to the arbitrator, in lieu of such hearing, written briefs setting forth the issues raised by the grievance that is the subject matter of such arbitration and their arguments in respect thereof; provided, however, that nothing herein contained shall be deemed to deprive the parties of any right they may have, pursuant to the rules of the American Arbitration Association, to submit briefs or any other written arguments pursuant to any hearing that may be required to be held pursuant to those rules.

The Association and the Board of Regents, acting through the Chairperson of the Council of Presidents, shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator shall be governed by the rules of the American Arbitration Association; provided, however, that the jurisdiction of the arbitrator to inquire into any issue presented by the complaint and his authority to render an award shall be governed solely by the provisions of this Article.

JURISDICTION OF THE ARBITRATOR

A. Powers of Remand

1. Whenever any grievance set forth in the complaint has not been entertained by the President in whole or in part on the ground that said grievance or part thereof was not within his jurisdiction as prescribed in Step 2 then the arbitrator shall have no authority or jurisdiction to arbitrate said grievance or part thereof but shall be conclusively bound by the determination of the President of the question of his jurisdiction; provided, however, that nothing contained

herein shall be deemed to abridge the power of the arbitrator to determine whether such determination shall have been arbitrary or capricious. Whenever the arbitrator shall have determined that such determination was arbitrary or capricious, the arbitrator shall remand such grievance or part thereof to the President, and he shall, within fourteen (14) days of the date of such remand, make such new determination of his jurisdiction to consider such grievance or part thereof as, subject to the terms of this Agreement, he shall deem proper. Whenever the President shall have newly determined that he has jurisdiction to entertain such grievance or part thereof, he shall do so pursuant to the provisions of Step 2 and subject to the time limits therein prescribed.

2. Subject as is hereinafter provided, whenever any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision involving the exercise of academic judgement was, in its application to him, arbitrary or capricious, the arbitrator shall have the power to determine the truth or falsity of such allegation. Whenever the arbitrator shall have determined that such allegation is true, he shall order that such arbitrary or capricious determination or decision shall be reconsidered, and such determination or decision shall thereafter be newly made pursuant to the procedures prescribed in this Article and subject to the time limits therein prescribed. Thereafter, such decision so newly made shall be subject to the provisions of this Article, including this provision; provided, however, that any grievance arising from such decision so newly made shall be initiated by filing notice thereof with the President pursuant to the provisions of Step 2 of these procedures, and the provisions of Step 1 of these procedures shall not apply to such grievance; and provided further that, anything in the provisions of Step 2 to the contrary notwithstanding, such notice shall be filed with the President within fourteen (14) days of the date on which notice shall have been given of the decision that shall have been newly made pursuant to the provisions of this paragraph.

B. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction to arbitrate:

1. Such portion of any grievance as is removed from the jurisdiction of the President by the express terms of this Article; and

2. Such portion of any grievance as relates to any determination or decision made pursuant to an exercise of academic judgement.

C. DECISION OF THE ARBITRATOR

Within thirty (30) days after the conclusions of a hearing, or within thirty (30) days after the date on which briefs shall have been submitted to the arbitrator in lieu of such hearing, the arbitrator shall determine:

1. Whether the Association and, where a member or members of the bargaining unit sought resolution of the grievance through the first two (2) Steps of this Article, such member or members, have complied with the procedure for initiating and pursuing a grievance as set forth in this Article;

2. Whether the complaint alleges a breach of an express term of the Agreement;

3. Whether the arbitrator has jurisdiction to arbitrate; and

4. Whether an express provision of this Agreement has been violated in its application to the grievant.

The arbitrator shall render his decision in writing, shall state the reasons therefor, and shall promptly provide copies of his decision to the parties to the arbitration proceeding.

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

D. AWARD OF THE ARBITRATOR

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he shall dismiss the grievance. If the arbitrator determines that this Agreement has been so breached, he may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award of penal damages; and provided further that, save as is hereinafter provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, retention, termination, renewal of contract or tenure to any member of the bargaining unit.

Whenever in his complaint any grievant shall have alleged, expressly or by implication of the factual allegations, that any determination or decision made pursuant to an exercise of academic judgment was, in its application to him, both arbitrary or capricious and made in bad faith, the arbitrator shall have the power to determine the truth or falsity of both such allegations. Whenever the arbitrator shall have found as a matter of fact, on the basis of clear and credible evidence, that both such allegations are true, he shall have the power to make any such final and binding award as he may deem necessary to make the grievant whole; provided, however, that whenever the arbitrator shall, in respect of such allegations, have found that such determination or decision was arbitrary or capricious but was not made in bad faith, he shall remand such determination or decision as is hereinbefore provided.

Whenever the arbitrator shall have found that such decision was arbitrary or capricious but was not made in bad faith he shall assess costs which shall include reasonable representational costs or attorneys' fees; at the discretion of the arbitrator, upon such a determination or decision the arbitrator may additionally impose liquidated damages not to exceed $5000.00.

E. COSTS OF ARBITRATION

In all arbitration proceedings, the arbitrator's fees and expenses shall normally be paid fifty per cent (50%) by the Association and fifty per cent (50%) by the College or Colleges; provided, however, that whenever the arbitrator shall have found as a matter of fact on the basis of clear and credible evidence that either party has acted in bad faith during any of the proceedings contained in this Article XI, the arbitrator may determine that the fees and expenses of the arbitrator in such case shall be paid entirely by one or the other party. All payments to the arbitrator shall be made within thirty (30) days of the rendering of his statement of fees and expenses. In all other respects the parties shall bear their own costs of arbitration, except that the parties agree to provide a stenographic record of all arbitration proceedings and to each pay fifty per cent (50%) of the costs thereof, unless they shall have mutually agreed not to provide for such a stenographic record.

F. ASSOCIATION REPRESENTATION

Any member or members of the bargaining unit may initiate and pursue a grievance through the first two (2) Steps of the grievance procedure without intervention of the exclusive representative of the employee organization representing him, provided that the exclusive representative shall be afforded the opportunity to be present at any conferences held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any member or members of the bargaining unit may request that the Association represent him at any Step of the grievance procedure. The Association shall notify in writing the Vice President, the President of the College and the Chairman of the Council of Presidents, as the case may be, of the name and address of such Association representative at the time he is so authorized to represent the grievant.

G. WAIVER, ADMISSION, TERMINATION, AND GROUNDS OF APPEAL

1. Waiver - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

2. Admission - The resolution of a grievance by the Vice President, the President of the College, the Council of Presidents, or any of their designees, as the case may be, shall not be deemed to be an admission by any Board of Trustees or the Board of Regents that the grievance, has, for any other purpose or proceeding, standing as a grievance, or be an admission by any Board of Trustees or by the Board of Regents of any violation or breach of the terms of this Agreement, or be an admission by any Board of Trustees or by the Board of Regents that such grievance is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.

3. Termination - If any member or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial or like proceeding that relates to any matter that is the subject of a grievance in respect of which such member or members is or are the grievant while any proceeding in respect of such grievance is pending under any provision of Section C of this Article, such Section C proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Grounds for Appeal - The Board of Regents acting through the Chairperson of the Council of Presidents and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150[illegible], Section 8, and Chapter 150C, Sections 10, 11 and 12 of the General Laws.

H. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member or in any file or record utilized in the taking of any personnel action in respect of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action, whether disciplinary or other, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

I. RELEASE TIME FOR MEMBERS OF THE BARGAINING UNIT

It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any Association representative and of any material witnesses who are members of the bargaining unit so require, such participants shall be given so much release time from their scheduled work assignments as the President shall determine is necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance. The parties understand that meetings held pursuant to the provisions of this Article will ordinarily be scheduled to avoid conflict with the regularly scheduled work of members of the bargaining unit.

J. CONSOLIDATED GRIEVANCES

Anything in the foregoing provisions to the contrary notwithstanding, the Association, acting through its President, may, within the ten(10)-day period during which a grievance may otherwise be filed, file such grievance with the Chairperson of the Council of Presidents in the form of a complaint, specifying therein the reasons why the grievance should be treated as a consolidated grievance. The Chairperson shall, within ten (10) days, determine in his sole discretion whether to treat the grievance as a consolidated grievance. If the Chairperson accepts the complaint as a consolidated grievance, the procedures and time limits of Step 2 shall thereupon apply, provided only that the response rendered at such Step shall be rendered by the Chairperson in his capacity as such rather than by the President of a State College. If the Chairperson declines to accept the grievance as a consolidated grievance, the Association or any unit member or members may, within ten (10) days following the date of the Chairperson's decision, file the grievance at Step 1 at the College at which such grievance is alleged to have occurred.

K. GRIEVANCES ALLEGING CERTAIN VIOLATIONS OF ARTICLE VIII

Anything in Section C, Step 1, to the contrary notwithstanding, whenever any member of the bargaining unit wishes to file a grievance in which it is alleged that any member of the bargaining unit or committee or body composed, in whole or in part, of members of the bargaining unit has violated any provision of Article VIII of this Agreement, he shall initiate the grievance procedures of this Article by filing with the Vice President or his designee, during the term of this Agreement or an extension thereof, a written notice that a grievance exists. The notice need not be in the form of a complaint, but need only state that the grievant seeks resolution of a grievance. No such notice may be filed more than five (5) days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should have had knowledge of the event upon which the grievance is based.

Except as is provided herein, the provisions of Section C, Step 1, and of every other provision of this Article XI shall be of application to such grievance.

L. Grievances Filed Prior to the Date of Execution of this Agreement

. Notwithstanding any other term of this Agreement, any grievance filed prior to the date of execution of this Agreement shall be subject to the provisions of the predecessor Agreement; provided, however, that at the request of either party the Committee on Employee Relations may review any such grievance as it may determine, subject to the terms of Article II of this Agreement.

ARTICLE XII - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

A. Workload of Faculty

1. General Provisions

Subject to the provisions of Article XIIB, the provisions of this Section shall apply to all faculty members.

Faculty workload shall consist of: (1) teaching workload; (2) preparations for classroom and laboratory instruction; (3) student assistance, including academic advising; (4) continuing scholarship (as described in the provisions of the foregoing Article VIII); and (5) activities undertaken by a faculty member pursuant to his responsibilities as a professional and the terms of this Agreement, including those in the following areas:

a. Participation as a professional in public service;

b. Participation in and contributions to the improvement and development of the academic programs or academic services of the College; and

c. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, during the academic year, faculty members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend such College functions as commencement and faculty meetings and convocations; to assist in the recruitment and screening of candidates for Departmental positions in accordance with Article VI; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph. The parties recognize that it is appropriate during the academic year, as part of the academic tradition, for the members of the academic faculty to attend the annual commencement. Subject to the foregoing provisions, members of the faculty may participate voluntarily in co-curricular activities, and may participate voluntarily in any student orientation period and registration period scheduled to fall outside the academic year.

2. Teaching Workload

a. General

In order to enable faculty members to carry out their several responsibilities, members of the faculty shall not be required to teach an excessive number of semester hours of credit of instruction, or be assigned an excessive student load, or be assigned an unreasonable schedule. Therefore, for purposes of this Agreement, at Colleges other than Framingham State College, twenty-four (24) semester hours of credit of instruction per year shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than seventy-two (72) semester hours of credit of instruction during the three academic years to which this Agreement is of application, namely, the 1983-1984, the 1984-1985 and the 1985-1986 academic years;

Efforts shall be made to establish teaching schedules so that the time between the beginning of the first teaching period and the end of the last teaching period for any one day does not exceed eight (8) hours and so that the teaching assignments may be made on fewer than five (5) days a week.

No faculty member shall be involuntarily assigned to teach a course or perform other related work after 4:30 p.m. or to teach a course or perform other related work on Saturday or Sunday.

In addition, a faculty member may request special scheduling in order to pursue advanced graduate study, complete a doctoral dissertation, engage in scholarly research or for other sound academic reasons. Such schedule shall be subject to the approval of the Department Chairperson and the Vice President.

b. Framingham State College (Special Provision)

For the purposes of this Agreement, at Framingham State College, six (6) courses of instruction per year shall be considered the normal faculty teaching workload in academic subject areas for the academic year; provided, however, that every member of the faculty may be required to teach not more than eighteen (18) courses during the three (3) academic years to which this Agreement is of application, namely, the 1983-1984, the 1984-1985 and the 1985-1986 academic years.

c. North Adams State College (Special Provision)

At North Adams State College the faculty may be required to participate in the 1984 Winter Study program. Such faculty shall not be required to teach more than 3 semester hours in such program. Such faculty shall have a compensating adjustment in their work schedule made by the end of 1984 - 1985 Academic year so that the work schedule of such faculty during the term of this Agreement shall not be in excess of seventy-two (72) semester hours of instructional credit.

d. Calendar

Effective July 1, 1983, the academic year shall be of nine (9) months' duration and shall commence on September 1 and end on the May 31 following. At each College, faculty teaching workload shall be assigned on the basis of an academic calendar that shall comprise not less than 155 nor more than 160 instructional days, such number of instructional days to include examination days, orientation days and review board days at the Massachusetts College of Art. As professionals, members of the faculty may make additional contributions for the benefit of the students and the College community. Nothing in this paragraph shall be deemed to prohibit the scheduling of student registration on instructional days during which classes are regularly scheduled.

Subject to the applicable provisions of Article VII of this Agreement, the President of each College shall annually determine the college calendar for the following academic year and a tentative college calendar for the next following academic year; provided, however, that any such calendar so prepared shall conform in its entirety with the terms of this Agreement.

3. Academic Advising and Student Assistance

a. Academic Advising

During the academic year, every faculty member shall provide academic advising to students enrolled at the College as provided below:

i. the giving of academic advice and assistance to students enrolled in the faculty member's own courses and the giving of such advice and assistance to students enrolled as majors in the department, including the giving of such advice and assistance on an individualized or group basis;

ii. the giving of academic advice and assistance to students other than such students as are described in the foregoing paragraph (i) whenever any such students shall have been assigned to any department for such purpose by the Vice President; where the giving of such advice and assistance has been the practice at a College prior to the date of execution of this Agreement, such practice may continue after the date of execution of this Agreement; and

iii. participation in the registration of students, including the development of the individual student's schedule, when such students are included in provisions (i) and (ii) above.

During periods of normal activity in the academic year, faculty members shall maintain at least three (3) posted hours per week, on at least two (2) separate days, and during such hours, shall be available in their offices to advise students on academic matters by appointment or otherwise. During the regular peak periods in the academic year, namely, the periods of pre-registration, registration, mid-term examinations and final examinations, and during any additional peak periods in the academic year, faculty members may be required to be available to advise students such that the total number of hours of student academic advising, including posted office hours of each faculty member, shall not be less than seventy-five (75) in each semester; provided, however, that the Vice President may, on the recommendation of any Department Chairperson, approve in writing the reduction of such total number in respect of any faculty member or members of the department in question. Determinations of when additional peak periods of activity occur in the academic year shall be made by the Vice President after consultation with any appropriate Department Chairperson or Chairpersons. The assignment of individual student advisees to each faculty member shall be done by the Department Chairperson of each department. The Department Chairperson, in consultation with the Vice President, shall be responsible for coordinating the student academic advising hours of all members of the faculty of the department so that academic advising shall be available to students five (5) days a week during peak periods in the academic year. Each faculty member shall arrange to meet with his assigned student advisees at least twice each semester and at such other times as are requested by such advisees. Each Department Chairperson and the Vice President shall meet once each semester to coordinate academic advising procedures and to insure adequate academic advising for students.

b. Student Assistance

Any faculty member who shall have volunteered therefor may be assigned by the Vice President, after consultation with the Department Chairperson of such faculty member, to work in a counselling center, facility or program for the purpose of counselling individual students or groups of students regarding development skills, so-called, career opportunities or guidance, the planning of educational goals and the means of achieving such goals or for any similar purpose. Any such assignment shall be made with respect to work to be performed on a weekly basis during a specific semester or semesters. Such assignment when so made shall be scheduled in accordance with the applicable provisions of sub-section (4) of this Section A.

4. Scheduling

a. General

After consultation with the faculty member, the faculty assignment of specific courses and schedules shall be made by the Chairperson of each department in consultation with the Registrar and shall be subject to the approval of the Vice President.

In assigning specific courses and schedules, the Department Chairperson shall consider such criteria as the following:

1. The qualifications, teaching service at the College or at other accredited colleges and universities, and preferences of the faculty;

2. The character and content of particular courses, having regard, among other considerations, to whether any is being offered for the first time or with extensive revision and to the number of times the faculty member has taught it in the past;

3. The amount of preparation required for the type of instruction used;

4. The number and needs of students expected to enroll in particular courses;

5. The number of courses that require different preparation;

6. Special courses and projects, including joint courses taught by two (2) or more faculty members, and cooperative education programs;

7. Other duties, due consideration being given to equivalent non-teaching duties, including the department chairmanship, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development;

8. Supervision of student practica and clinical field work; and

9. The need for special facilities in the teaching of any course.

b. Prior Scheduling and Cancellation of Classes

The parties recognize that course scheduling should be arranged in advance in order to enable the faculty to prepare for the discharge of their teaching responsibilities.

Teaching schedules shall not be changed within the period thirty (30) calendar days prior to the first day of class, except for unforeseen circumstances.

Such schedule changes made by the Vice President in the period thirty (30) calendar days prior to the first day of classes, may be made only after consultation with the Department Chairperson who shall make reasonable efforts to confer with the affected faculty member.

The parties recognize that such changes, including cancellation of courses, may occur under circumstances where the faculty member or the Department Chairperson may not be readily available. The Chairperson shall notify the Chapter President of any such cancellation or change.

Classes may be cancelled by the Academic Vice President for other than unforeseen circumstances up to thirty (30) calendar days prior to the first day of class. Classes may also be cancelled by the Academic Vice President within thirty (30) days prior to the first day of classes of any applicable semester for other than unforeseen circumstances provided that he shall have given notice of his intent to do so more than thirty (30) days prior to the first day of class of any applicable semester, subject to the prior approval of the faculty member. Nothing herein shall limit the discretion of the Vice President to cancel classes after the start of the semester for sound academic reasons.

Once established, the Department Chairperson shall provide a faculty member with a copy of his teaching schedule for the applicable semester.

c. Equivalencies

For the purposes of the assignment of teaching workload to faculty pursuant to the provisions of this Article, a "semester hour of credit of instruction" shall mean a fifty (50)-minute period of classroom instruction for one (1) fifteen (15)- or sixteen (16)-week semester (inclusive of weeks during which examinations are given) by a faculty member in a lecture, recitation or seminar,* or such number of contact hours as is the equivalent of the same, as is hereinafter provided, in modes of instruction that require longer periods of time. For the purposes of this Article, a "contact hour" shall mean a sixty (60)-minute period; provided, however, that when two (2) or more contact hours are scheduled consecutively for any mode of instruction that is measured with reference to contact hours, then the last contact hour so scheduled shall be a fifty (50)-minute period. Such equivalent modes shall be computed as follows:

*The parties agree that whenever multiples, including fractional multiples, of such fifty (50)-minute periods are used at any College, a "semester hour of credit of instruction" shall, in any event, mean a fifty (50)-minute component of such multiple or fractional multiple.

MODE OF INSTRUCTION	CONTACT HOURS	SEMESTER HOURS OF CREDIT OF INSTRUCTION
Laboratory Instruction,	up to 3	2
Physical Education: Activities Courses	2	1
Shop Instruction	3	2
Studio Instruction	3	2
Maritime Responsibilities During the Academic Year	3	2
Critique	1	1
Nursing Clinical	3	2
	NUMBER OF STUDENTS*	
Cooperative Education	6	1
Field Work Supervision and Internships	up to 3 **	1
Independent and Directed Study	4	1
Student Teaching Supervision	up to 2	1

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*"Number of students" shall mean the full-time equivalent number of students enrolled in the activity in question at the completion of the "add" period at the beginning of each semester.

**The Parties understand and agree that the Board of Regents may provide for the scheduling of Field Work Supervision and Internships at a ratio of up to three (3) students for each semester hour of credit of instruction and that in no event shall the Board be bound by any past practice in this regard.

The parties recognize and agree that, although the teaching of graduate courses is not technically unit work, when any member of the bargaining unit is assigned to teach a graduate course, such unit member shall be credited with four (4) semester hours of credit, as a part of his regular teaching workload, for each of three (3) contact hours of graduate teaching.

Whenever any member of the faculty volunteers and is assigned to work in a counselling center, facility or program, however such center, facility or program is designated, for the purpose of counselling individual students or groups of students regarding basic skills, so called, career opportunities or counselling, the planning of educational goals and the means of achieving such goals, or for any similar purpose, and is so assigned on a weekly basis during any semester, every three (3) hours per week of such assignment, if assigned for the duration of such semester, shall be deemed to be the equivalent of one (1) semester hour of credit of instruction for the purposes of assigning the teaching workload of such faculty member for such semester; provided, however, that at Framingham State College twelve (12) hours per week of such assignment, if assigned for the duration of a semester, shall be deemed to be the equivalent of one (1) course. Anything in the foregoing to the contrary notwithstanding, any member of the Department of Psychology at Westfield State College who is assigned responsibility for the psychological counselling of students at such College shall have his teaching workload reduced in accordance with present practice.

It is agreed that in assigning faculty workloads in departments in which laboratory instruction is assigned as a part of a faculty member's teaching workload, Department Chairpersons shall consider nine (9) laboratory hours per week, and its equivalent at Framingham State College, as a guideline for assigning the laboratory-hour component of the individual workloads of faculty members in such departments. In assigning teaching workload in any such department, the Chairperson shall make efforts to assign lecture and laboratory instruction on an equitable basis among the members of the faculty of such department. In approving the schedule of teaching workloads in such departments, the Vice President shall also consider the equitable distribution of lecture and laboratory instruction among such faculty members and shall consult with the Department Chairperson concerning such efforts as shall have been made by the Department Chairperson to this end.

It is further agreed that in assigning faculty workloads in departments in which physical education activities courses are assigned as a part of a faculty member's teaching workload, Department Chairpersons shall make efforts to assign lecture and activities courses on an equitable basis among the members of the faculty of any such department. In approving the scheduling of teaching workload in such departments, the Vice President shall also consider the equitable distribution of lecture and activities courses among such faculty members and shall consult with the Department Chairperson concerning such efforts as shall have been made by the Department Chairperson to this end.

Notwithstanding the provisions of the two preceding paragraphs, in making assignments of lecture and laboratory instruction and in making assignments of lecture and activities courses, Department Chairpersons and the Vice President shall have regard to the qualifications and expertise of members of the faculty as such qualifications and expertise relate to the special needs of laboratory instruction and activities courses.

As special equipment is required in the teaching of courses, determination of the number of students to be enrolled for such classes shall take into account the reasonable availability of any equipment so required.

5. Nursing Programs

Except as otherwise provided in this Agreement, the parties agree that faculty members teaching in the nursing programs at Fitchburg, Salem and Worcester State Colleges shall be assigned workloads in accordance with the practices and procedures that were, severally, in effect at each of those Colleges during the 1982-1983 academic year.

B. Workload of Librarians

1. General Provisions

The provisions of this section shall apply to all librarians.

The workload of each librarian shall consist of: (1) such duties pertaining to the operations of the College Library as may be assigned to him from time to time by the President or his designee; (2) rendering individual and collective assistance to students, faculty and the academic community regarding the use of library facilities; (3) continuing professional growth (as described in the provisions of the foregoing Article VIII); (4) working with and, where applicable, giving direction to other members of the library staff; and (5) activities undertaken by a librarian pursuant to his responsibilities as a professional in the following areas:

a. Participation as a professional in public service;

b. Participation in and contributions to the improvement and development of the academic programs or academic services of the College as those programs or services relate to the Library; and

c. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, librarians have the obligation to render assistance to students by instructing them regarding the uses and resources of the Library; to assist members of the faculty, where appropriate, by helping with the compilation of course bibliographies and with the preparation of specific course assignments related to bibliographies and to library resources; to participate in orientation programs and bibliographic instruction; to assist with faculty research; to serve as liaison with academic departments; and to participate in library consortia and cooperatives.

In discharging their duties pertaining to the operation of the College Library, librarians shall work pursuant to such schedules as are hereinafter prescribed, it being recognized by the parties that librarians have the obligation, among others, to carry out committee assignments in accordance with the terms of this Agreement, to attend such College functions as the annual faculty meeting, convocations, and commencement, and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind prescribed in the preceding paragraph.

2. Work Year

All librarians, of whatever rank, shall be employed to work a twelve (12)-month work year except as is otherwise expressly provided by Section I(4) of Article XX of this Agreement.

3. Schedules of Work

All librarians, of whatever rank, shall work in accordance with a schedule that shall be established by the Director of the Library, or the Chairperson of the Library, as the case may be, subject to the approval of the Vice President or his designee. Such schedule may provide that, in the case of any individual librarian, all or any portion of his hours of work shall be performed at any such times as may be required by the schedule of hours during which the College Library is open for use by the College community;

provided, however, that nothing herein contained shall be deemed to require that such hours of work must be restricted to the times during which the College Library is so open.

In assigning the schedules of individual librarians, the Director or the Chairperson of the Library, shall consider such criteria as:

a. The needs of students;

b. The professional qualifications and expertise of each librarian; and

c. The scheduling preferences of each librarian.

For the purposes of this Agreement, thirty-seven and one half (37-1/2) hours should be the normal average librarian workload, such that it should be normal scheduling practice to assign hours of work in the Library on that basis. It should also be normal scheduling practice not to require librarians to work more than five (5) consecutive days in any seven (7)-day period or more than seven and one half (7-1/2) hours, exclusive of periods taken for meals, during any single day, and to give librarians two (2) consecutive days off for each period of five (5) days worked.

In order to permit the undertaking of continuing scholarship, graduate study or other professional activities, a librarian may, upon written request and subject to approval of the Vice President, be granted a flexible work schedule of 37 and one half hours to permit the undertaking of such activities described above. Such schedule shall be developed by the Chairperson of the Library, or the Director of the Library, as the case may be, in consultation with the librarian and shall be subject to the approval of the Vice President.

In establishing and approving the schedule of hours during which each librarian shall be required to work, the Director or the Chairperson of the Library and the Vice President shall endeavor to conform such schedule to the normal average workload and to the standards of normal scheduling practice, as described above. Whenever the Vice President or his designee shall have determined that, because of unusual circumstances, it shall be necessary to deviate from such workload and such practice, such determination shall not be arbitrary or capricious.

In the event that the schedule of hours during which any librarian shall be required to work deviates from the normal average work week or from normal scheduling practice for a period in excess of two (2) consecutive weeks, such librarian may file with the Director or the Chairperson of the Library and the Vice President a written request for a meeting. Thereafter, the Director or the Chairperson of the Library and the Vice President or his designee shall confer with such librarian to discuss whether some adjustment in such schedule of hours is feasible. If, after so conferring, the Vice President, in his sole discretion, determines that an adjustment of the schedule of hours is not feasible, he shall set forth the reason for such determination in writing. A copy of the Vice President's decision shall be forwarded to the President of the College, the Director or the Chairperson of the Library, and the librarian in respect of whose schedule such decision shall have been made. The decision of the Vice President shall be final. Such decision shall not be arbitrary or capricious.

In establishing and approving the schedule of the hours of work for any librarian who is not eligible for sabbatical leave under the terms of Article XV of this Agreement, the Director or the Chairperson of the Library and the Vice President shall establish such schedule so that during at least one (1) of every three (3) semesters the hours of work of such librarian shall be so arranged to permit such librarian to engage in activities that are conducive to such librarian's professional development and approved as such by the Director or the Chairperson of the Library and the Vice President. In addition, the schedule of a librarian may be arranged by the Vice President to provide for the participation of the librarian in continuing scholarship or graduate study or research. Nothing in this provision shall be deemed to require any reduction in the hours of work required of any librarian by any other provision of this Section. Nor shall anything in this provision be deemed to prohibit the adoption of a like schedule in respect of any librarian to whom the provisions of this paragraph do not otherwise apply.

The parties hereby express their understanding and agreement that all librarians of whatever rank shall be eligible to participate in a program of professional development pursuant to the provisions of Article XIV of this Agreement, and that such program may, in accordance with those provisions, permit a reduction in the weekly hours of work of such librarian.

The parties hereby further agree that, whenever any librarian is assigned to teach any course or courses or any portion thereof in any academic department, the weekly hours of work of such librarian that are otherwise prescribed by this Article shall be reduced in an amount which, in the determination of the Vice President, is commensurate with the number of hours required to discharge the responsibilities of such assignment; provided, however, that no such assignment shall be made without the prior written approval of the Vice President, the Director, Library, and the Chairperson of any department in which any such course is to be offered.

For the purposes of this Section B, the responsibilities of the Director, Library, shall, at Worcester State College, be discharged by the Director of the Learning Resources Center.

Nothing in this sub-section (3) shall be deemed to prohibit the President of any College from authorizing the scheduling of work for some or all of the librarians at such College on the basis of a four (4)-day week; provided, however, that nothing in this provision shall be deemed to permit any reduction in the hours of work of any librarian who is so scheduled.

4. Library Schedule

The schedule of hours during which the College Library shall be open for use by the College community shall be established by the President or his designee for sound academic reasons.

C. Reduction of Workload for Certain Members of the Association

In order to enable the Association effectively to discharge its duties pertaining to the administration of this Agreement, including the negotiation of a successor agreement pursuant to Section A of Article XXI hereof, the teaching workload of certain members of the Association shall be reduced subject to the following provisions:

1. The workload of the President of the Massachusetts State College Association shall be reduced by nine (9) semester hours of credit of instruction per semester.

2. The workload of the Vice President of the Massachusetts State College Association shall be reduced by six (6) semester hours of credit of instruction per semester.

3. The workload of the Treasurer of the Massachusetts State College Association shall be reduced by three (3) semester hours of credit of instruction per semester.

4. The workload of the Chapter President at Bridgewater State College, Fitchburg State College, Salem State College, Westfield State College and Worcester State College shall be reduced by six (6) semester hours of credit of instruction per semester; provided, however, that the workload of the Chapter President at Framingham State College shall be reduced by three (3) courses per year;

5. The workload of the Chapter President at the Massachusetts College of Art, the Massachusetts Maritime Academy and North Adams State College shall be reduced by three (3) semester hours of credit of instruction per semester;

6. After having received a recommendation from the President of the Massachusetts State College Association, the President at any College may reduce the workload of any official of such Association who is employed at such College and in respect of whom such recommendation is made; provided, however, that the total number of all such reductions in effect at any time within the several Massachusetts State Colleges shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction shall not be made in respect of the President of the Massachusetts State College Association. Notwithstanding the foregoing, any such reduction, if granted at Framingham State College, shall not exceed one (1) course per semester.

7. After having received a recommendation from the Chapter president at any College, the president of such College may, from time to time, after consultation with the Chapter President, reduce the workload of any member of the Association in respect of whom such recommendation shall have been made; provided, however, that the total number of all such reductions in effect at any one time shall not exceed three (3) semester hours of credit of instruction per semester; and provided further that any such recommendation and any such reduction may be made in respect of the Chapter President. Notwithstanding the foregoing, any such reduction granted at Framingham State College shall not exceed one (1) course per semester.

8. Whenever any campus school teacher or any librarian is a member of the Association to whom the provisions of this Section C apply, there shall be such reduction in the workload of such campus school teacher or librarian as is, in the determination of the President of the College, commensurate with the applicable reduction herein provided.

9. In addition fo the foregoing, two (2) members of the Association at each College, which members shall include the Chapter President, shall have their teaching workload scheduled such that they shall be free and able, during one day of each calendar month during the academic year, to attend the regularly scheduled monthly meetings of the Board of Directors of the Massachusetts State College Association. The parties agree that in order to provide for such scheduling, the Chapter President shall notify the Vice President in writing, not later than March 1 of each academic year, of the person, in addition to himself, in respect of whom such scheduling is to be done for the next academic year.

10. Except for any reduction granted pursuant to the foregoing sub-sections (5) and (6), reductions in workload granted pursuant to this Section C shall not be granted cumulatively.

D. Alternative Professional Responsibilities

Any member of the bargaining unit who, whether pursuant to Article XIV of this Agreement or otherwise, and whether at the request of the administration or otherwise, volunteers to perform professional responsibilities of the following kind, namely, institutional research, service to the College community, coaching, or, effective January 1, 1985, Winter Study at North Adams State College, or the performance of administrative or other duties pursuant to the terms of any federal or other grant, may, if the Vice President approves of the performances of such responsibilities, be granted a reduction of his teaching workload to facilitate the same, which reduction if so granted shall be in an amount determined in each case by the Vice President. Whenever such reduction in teaching workload shall have been granted by the Vice President, the performance of such professional responsibilities shall be subject to evaluation pursuant to the provisions of Section A of Article VIII of the Agreement.

Nothing in this provision shall be deemed to prohibit any member of the bargaining unit from performing such professional responsibilities, without any reduction of his teaching workload, for the purpose of fulfilling any of the evaluation criteria prescribed by Section A of the said Article VIII.

The Vice President may grant a reduction in teaching workload as aforesaid only if the member of the bargaining unit in question shall have first set forth in writing a statement, in the nature of a job description, which shall detail the professional responsibilities for the performance of which such reduction is sought; provided, however, that this provision shall not be of application if such description appears in any applicable document of a grant agency or of the Board of Trustees.

E. Laboratory Science Workload Study Committee

Within 30 days of the date of execution of this Agreement, a joint Labor-Management Committee consisting of three (3) persons appointed by the Chairman of the Council Of Presidents and three (3) persons appointed by the President of the Association, shall be created to study the question of laboratory equivalencies and other related matters, including but not limited to matters of scheduling, cost and quality of instruction. The Committee shall prepare a report for submission to the parties within one (1) year of the date of execution of this Agreement, such report to include a detailed estimate of the costs of any recommendations submitted.

Thereafter, within 30 days of the receipt by the parties of the said report, the parties shall meet to consider the recommendations of the aforementioned Committee, it being expressly understood that no term or condition of employment of any bargaining unit members shall be changed without prior negotiation with the Association.

F. Workload Assignments for Part-Time Personnel Employed at the Massachusetts College of Art

Within 30 days of the date of execution of this Agreement, a joint Labor-Management Committee consisting of three (3) persons appointed by the Chairman of the Council Of Presidents and three (3) persons appointed by the President of the Association, shall be created to study the question of workload assignments for part-time personnel employed at the Massachusetts College of Art and other related matters, including but not limited to matters of scheduling, cost and quality of instruction. The Committee shall prepare a report for submission to the parties not later than October 30, 1985, such report to include a detailed estimate of the costs of any recommendations submitted.

Thereafter, within 30 days of the receipt by the parties of the said report, the parties shall meet to consider the recommendations of the aforementioned Committee, it being expressly understood that no term or condition of employment of any bargaining unit members shall be changed without prior negotiation with the Association.

ARTICLE XIIB - WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS, MASSACHUSETTS MARITIME ACADEMY

A. Workload of Maritime Specialists

1. General Provisions

The workload of all persons employed as maritime specialists at the Massachusetts Maritime Academy shall be determined in accordance with the provisions of this Section A and such other provisions of Article XII as are of application to maritime specialists.

The workload of maritime specialists shall consist of (1) teaching workload; (2) training and instructional duties; (3) preparations for classroom, laboratory and other instruction; (4) student assistance, including academic advising; (5) duties pertaining to the maintenance and operation of vessels belonging or assigned to the Academy as provided in this Agreement; (6) continuing scholarship (as described in the provisions of Article VIII of the Agreement); and (7) activities undertaken by a maritime specialist pursuant to his responsibilities as a professional and the terms of this Agreement, including those in the following areas:

a. Participation as a professional in public service;

b. Participation in and contributions to the improvement and development of the academic programs or academic services of the Academy;

c. Participation in and contributions to the professional growth and development of the academic community.

In addition to the foregoing, each maritime specialist has the obligation, among others, to maintain or upgrade marine licenses or similar certificates in force, renewing the same as required; to participate in training cruises; to participate in shipyard overhaul/repair periods as provided in this Agreement; to assist in preserving the safety and security of the training ship and the personnel aboard in the capacity of a watch keeping officer, transporting a vessel to or from shipyard and during the annual training cruise; to participate on a voluntary basis in the freshman orientation program; to participate in the senior cadet license seminar and the Coast Guard certification testing program; to maintain a proper uniform; to enforce the regulations for the correction and disciplining of cadets; to engage in activities in his specialized field; to carry out committee assignments in accordance with the provisions of this Agreement; and to attend such college functions as faculty meetings, convocations and commencement.

2. Teaching Workload and Academic Advising

During any academic year, each maritime specialist shall be assigned teaching workload and academic advising, subject to and in accordance with the provisions of sub-sections 2, 3 and 4 of Section A of Article XII of this Agreement.

Anything in this Agreement to the contrary notwithstanding, participation by any unit member in the annual training cruise or in any like training program shall not be computed in semester hours of credit of instruction irrespective of whether any student or students are awarded graded credits for such participation.

3. Maritime Responsibilities

During the whole or any part of an academic year, any maritime specialist may be assigned maritime responsibilities whenever such maritime specialist has been assigned a teaching workload of less than 12 semester hours of credit of instruction. Notwithstanding the foregoing, a maritime specialist may be assigned, normally upon not less than 72 hours advance notice, to transport any vessel belonging or assigned to the Academy to or from a shipyard or other port or facility. The duration of any single assignment shall not exceed ten (10) consecutive days, and during the period of such assignment the maritime specialist shall be paid a per diem stipend, as provided in sub-section E.1 (b) of this Article, for every compensatory day on which he is not relieved of the whole of his teaching workload and his responsibility to provide academic advising.

The Vice President, Student Services and Maritime Training, shall endeavor to recruit volunteer maritime specialists for such duties and may in the exercise of his discretion assign such maritime specialists as necessary to transport the training vessel.

During the academic year, maritime responsibilities shall be assigned on the basis of an equivalency of 3:2 for maritime specialists with a part time teaching load and such shall be so identified in Article XII. This equivalency does not apply to cruise periods or transporting a vessel to or from shipyard.

During any period in which a maritime specialist has not been assigned teaching workload and academic advising (including any period in which a maritime specialist has been exempted from participating in the training cruise), the Vice President, Student Services and Maritime Training, or the Vice President, Academic Affairs, may assign the following duties to such maritime specialist, which duties, except under unusual circumstances are to be performed between 0800 and 1630 hours, Monday through Friday:

a. Duties pertaining to the maintenance and operation of any vessel belonging or assigned to the Academy and usually involving supervision of cadets and watchkeeping responsibilities;

b. Professional development undertaken for any of the following purposes:

  i. learning recent developments in the commercial marine industry either at sea or ashore;

  ii. upgrading a U.S. Coast Guard license;

  iii. studying for an advanced degree;

  iv. engaging in job-related research;

  v. engaging in course preparation and upgrading; and

  vi. attending professional schools or seminars;

c. duties pertaining to the academic or training programs of the Academy, including the operation of auxiliary training craft; and

d. Special Navy active duty assignments in the marine field.

4. Work Year

During the 1983-1984 academic year, all maritime specialists of whatever rank shall be employed to work a twelve (12)-month work year, commencing on July 1, 1983, to and including June 30, 1984. Thereafter, with effect from and after September 1, 1984, all maritime specialists of whatever rank shall be employed to work a ten (10)-month work year, such ten (10) months being the period from and including September 1 to and including the June 30 following, provided, however, that should it be necessary to schedule the annual training cruise in whole or in part beyond any June 30th to which this Agreement is of application, and such scheduling is the result of the unavailability of a vessel to conduct the annual training cruise during the so-called "winter months," then the work year of such maritime specialist shall be deemed to include any such period which extends beyond the said June 30th.

5. Schedule of Work

When performing any duties, including watchstanding during the annual training cruise, other than any duties assigned pursuant to the foregoing sub-section 2, all maritime specialists, of whatever rank, shall work in accordance with a schedule that shall be established by the Vice President, Student Services and Maritime Training, or his designee.

In assigning the schedule of each maritime specialist, the Vice President, Student Services and Maritime Training, shall consider such criteria as:

a. The safety and security of the training ship and the personnel aboard;

b. Training Ship manning requirements as determined by Federal agencies, including the Coast Guard and Maritime Administration;

c. The professional qualifications and expertise of such maritime specialists;

d. The maritime rank and seniority, as employees at the Massachusetts Maritime Academy, of such maritime specialists; and

e. The scheduling preferences of such maritime specialists.

In the assignment of such schedule the Vice President, Student Services and Maritime Training, shall give particular weight to rank and seniority, provided that the unit members with the highest rank and greatest seniority shall be qualified by licensure, training and experience to perform the said assignment.

For the purpose of this Agreement, thirty-seven and one half (37 1/2) hours per week and seven and one half (7 1/2) hours per day, exclusive of periods taken for meals, shall be the normal average workload of any maritime specialist during any period or in respect of any work to which the provisions of this sub-section 5 are applicable; provided, however, that during the annual training cruise in accordance with maritime tradition, shipboard watches may be assigned on an eight (8)-hour basis.

Whenever, during any period in which the training ship is in cruise status or in shipyard status, the specialized needs of the Academy and of the training ship preclude adherence to the normal average workload, the Vice President, Student Services and Maritime Training, or the Master of the Ship may deviate from such workload in such manner as will meet such specialized needs; provided, however, that in every case of such deviation such workload will be scheduled on an equitable basis among the available maritime specialists; and provided further that compensatory time off will be granted by the Vice President in an amount equal to the deviation from the normal average workload. Such compensatory time off shall be taken at a time mutually agreed to by the unit member and the Vice President.

6. Cruise Status

During the 1983-1984 work year, every maritime specialist shall be required to participate in the annual training cruise by serving aboard the ship during such cruise. With effect from and after July 1, 1984 every maritime specialist shall be exempted from this requirement for one (1) of every five (5) such cruises beginning in the 1984-1985 academic year; and provided further that for every cruise beginning in the 1984-1985 academic work year there shall be maritime specialists who, not being scheduled for the cruise, shall be scheduled as alternates, any such alternate to be required to serve on the cruise only if the maritime specialist for whom he is the alternate is unable, for reasons deemed sufficient by the President, to participate in such cruise. Any maritime specialist scheduled as an alternate in respect of any cruise shall otherwise be required to serve on such cruise only in an emergency. Whenever any maritime specialist shall have been unable to serve on a cruise for which he was scheduled such that his alternate shall have been required to serve in his stead, such alternate shall not be scheduled for the next subsequent cruise save as an alternate and shall be required to serve on such subsequent cruise only in an emergency. Maritime specialists, including those to be scheduled as alternates, shall be scheduled for each cruise not later than sixty (60) days prior to its scheduled date of commencement.

At least thirty (30) days prior to the beginning of any cruise period, a preliminary list of assigned rooms shall be issued. Room assignments shall be made by the Vice President, Student Services and Maritime Training, or the Master of the Ship. In making such room assignments due regard shall be given to rank and seniority. The Master of the Ship reserves the right to change any preliminary room assignment after consultation with the unit member.

Each room shall be properly heated, furnished and properly cleaned.

Nothing in the provisions of this Article XII shall be deemed to prohibit any maritime specialist from being assigned, as a part of his teaching workload, any course that requires the use and/or operation at sea of any training craft as a laboratory in the teaching of such course. Any such course assignment shall be deemed to be laboratory instruction for purposes of Section A of Article XII.

7. Cash Draws during Cruise Period

Means shall be provided to allow unit members to draw up to one-half (1/2) earned weekly pay in U.S. currency every seven (7) days commencing two (2) days prior to departure from the first U.S. port.

8. Alternative Professional Responsibilities

Section F of Article XII of the Agreement shall be of application to maritime specialists.

B. Academic Year

For members of the faculty at the Massachusetts Maritime Academy, other than those to whom the provisions of the foregoing Section A are of application, the academic year shall be the period commencing on September 1 to and including the following May 31; provided, however, that whenever during the term of this Agreement the annual training cruise is conducted during the period September 1 to and including the following May 31, the President of the Academy may extend the academic year to and including the fifteenth working day of the following June, but excluding therefrom so much of the time allotted for the annual training cruise as falls within such period. This section shall be of application during the 1983-1984 Academic Year.

C. Military Customs and Obligations

1. Training Environment

The Massachusetts Maritime Academy is committed to training undergraduate cadets in a para-military environment in conformity with the Merchant Marine Training Regulations for the time being in effect. All maritime specialists employed at the Academy, being customarily called officers and having certain ranks styled on the model of military ranks, shall become a part of this environment by wearing the uniforms prescribed by the Board of Trustees.

All members of the bargaining unit shall uphold the military code of conduct prescribed for cadets, adhere to the precepts and examples required of officers in a military environment, and participate in assigned conduct and aptitude boards prescribed by the Board.

All maritime specialists employed at the Massachusetts Maritime Academy are, therefore, required to:

a. Purchase, maintain and wear the appropriate Massachusetts Maritime Academy uniform with insignia commensurate with their rank as officers at the Academy;

b. Adhere to military customs on campus prescribed by the Board.

2. Uniforms

In order to permit each maritime specialist to purchase and maintain the appropriate uniform as aforesaid, the amount of Three Hundred Fifty Dollars ($350.00) shall be paid to each such maritime specialists on or before every September 30 to which this agreement is of application; provided, however, that whenever the Board shall have failed to pay to any maritime specialist the aforesaid uniform allowance on or before any September 30th, the said maritime specialist shall not be required to wear, purchase and maintain the appropriate uniform.

Members of the faculty at the Massachusetts Maritime Academy, other than maritime specialists, shall, with effect on December 22, 1983, and, thereafter, during the term of this Agreement, be prohibited from wearing any uniform of the kind described above. Such faculty shall wear appropriate seasonal civilian attire in accordance with practices existing at comparable maritime and naval academies.

The funds required to be provided pursuant to the foregoing paragraph shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

D. Responsibilities of Department Chairpersons at the Massachusetts Maritime Academy

In addition to the responsibilities described at Section A of Article VI of the Agreement, the responsibilities of Department Chairpersons at the Massachusetts Maritime Academy shall also include the following:

1. Serving on any boards and/or commissions; and

2. In the case of the Department Chairpersons of the Marine Engineering and Marine Transportation Departments, developing a coordinated training plan for training cruises and for shipyard periods that involve the training of cadets; such plan shall be prepared under the direction of the Vice President, Student Services and Maritime Training.

E. Supplementary Stipends

1. Maritime Specialists

a. Cruise Stipend

In consideration of the fact that maritime specialists are required as a term of their employment to serve from time to time on the annual training cruise, the parties hereby agree that each maritime specialist who serves aboard the training ship during the annual training cruise during the 1983-1984 work year shall be paid a stipend therefor in the amount of One Thousand Five Hundred Dollars ($1,500.00); provided, however, that any maritime specialist who serves aboard the training ship for less than the whole of the annual training cruise shall be paid such portion of such stipend as corresponds to the portion of the annual training cruise during which he serves; and provided further that no such stipend or portion thereof shall be a part of the base salary rate of any such maritime specialist.

No stipend shall be paid to any maritime specialist who serves aboard the training ship during the annual training cruise conducted during the 1984-1985 or 1985-1986 work year; provided, however, in the event that any such annual training cruise extends beyond June 30th of any work year to which this Agreement is of application, the parties hereby agree that each maritime specialist who serves aboard the training ship during such period beyond the said June 30th shall be paid a stipend of Two Hundred Fifty Dollars ($250.00) per week to a maximum of Two Thousand Dollars ($2,000.00)

b. Transport Stipend

In consideration of the fact that maritime specialists may be required as a term of their employment to transport any vessel belonging or assigned to the Academy to or from a shipyard or other port or facility, the parties hereby agree that each maritime specialist who serves on such an assignment shall be paid a per diem stipend for every compensatory day on which he is not relieved of the whole of his teaching workload and his responsibility to provide academic advising.

Every such stipend shall be equal to 1/260th of the annual salary during the 1983-1984 academic year, and 1/215th of the annual salary for the time being, of such maritime specialist during the 1984-1985, and 1985-1986 work years.

When, for unforeseen circumstances, such transport periods fall outside the workyear, the per diem rate shall be calculated at one and one-half times the rate otherwise payable. Per diem stipends paid outside the workyear shall not be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

2. Academic Faculty

In consideration of the fact that the academic faculty employed at the Massachusetts Maritime Academy are required as a term of their employment upon notice from the Academic Vice President to perform services during an academic year that includes up to fifteen (15) working days during the month of June as provided in this Article, the parties hereby agree that, commencing with the 1983-1984 academic year, each such faculty member shall be paid an annual stipend in the amount of One Thousand Dollars ($1,000.00) for each such academic year during which he is so employed; provided, however, than any faculty member who is employed to perform the service for fewer than fifteen (15) working days in any June shall be paid a stipend in respect of such academic year in an amount equal to one one hundred thirtieth (1/130) of such individual's annual salary rate for each such working day on which he is so employed or One Thousand Dollars ($1,000.00), whichever is less; and provided further that no such stipend or portion thereof shall be a part of the base salary rate of any such faculty member.

3. Application and Funding

Every stipend or portion thereof paid in accordance with this Section E shall be paid in addition and as a supplement to any salary or other compensation otherwise payable to the recipient thereof pursuant to the provisions of this Agreement; provided, however, that the Three Thousand Three Hundred Dollars ($3,300.00) paid to Maritime Specialists during the 1980-1983 Agreement shall continue to be paid to such maritime specialists during the term of this Agreement for so long as such maritime specialist remains employed and performs the duties of a maritime specialist at the Massachusetts Maritime Academy.

In consideration of such provision and the adjusted work year, all accrued vacation time that any maritime specialist is otherwise eligible to take shall be deemed to have been taken by each such maritime specialist as of September 1, 1984.

Except as expressly otherwise provided, the funds required to be provided pursuant to sub-sections 1 and 2 of this Section E shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

F. Travel Conditions

When traveling at the request of the Academy unit members employed at the Academy shall be provided reasonable advance notice. If traveling at the request of the Academy a distance greater than Five Hundred (500) miles, the Academy shall make arrangements for travel by air.

ARTICLE XIIC - WORKLOAD OF CAMPUS SCHOOL TEACHERS

A. General Provisions

The provisions of this Article XII-C shall apply to all campus school teachers at a Campus School.

The workload of campus school teachers shall consist of (1) teaching workload, including the supervision of campus school pupils and assistant teachers; (2) preparation for classroom and like instruction; (3) assistance to students and pupils; (4) continuing scholarship (as described in the provisions of Article VIII of this Agreement); and (5) activities undertaken by a campus school teacher pursuant to his responsibilities as a professional and the terms of this Agreement including those in the following areas:

1. Participation as a professional in public service;

2. Participation in and contributions to the improvement and development of the academic programs or academic services of the College, including those confined to the Campus School; and

3. Participation in and contributions to the professional growth and development of the College community.

In addition to the foregoing, campus school teachers have the obligation to be available to students; to confer with the parents of pupils; to carry out committee assignments in accordance with the terms of this Agreement, provided the Principal shall have first approved arrangements for the coverage of other assigned duties; to participate in curriculum design and development; to assist in program review, evaluation and planning; to carry out emergency assignments at the direction of the Principal or his designee; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in the preceding paragraph.

As professionals, campus school teachers may make additional contributions for the benefit of the Campus School and the College community.

B. Scheduling

Determination of the workloads for campus school teachers at each Campus School, including the assignment of specific classes and schedules, shall be made by the Principal or his designee after consultation with such other members of staff as the Principal may deem appropriate and after consultation with the teacher in question. Every such determination of workload shall be subject to the approval of the Vice President or his designee.

In making such determinations of workload, the Principal or his designee shall consider such criteria as the following:

1. The needs of the students and pupils to be instructed;

2. The qualifications, teaching service and experience, and performance of the campus school teacher, including whether or not such campus school teacher is a specialist;

3. The nature of curricular needs;

4. The amount of preparation required for the type of instruction used;

5. Special courses and projects involving the instruction of pupils at the Campus School;

6. Participation in co-curricular activities; and

7. Other duties, due consideration being given to equivalent non-teaching duties, including in-service work with groups in the state, and work in program and curriculum development.

C. School Year and School Day

The school year shall be of ten (10) months' duration. At each campus school, the work year shall comprise not fewer than one hundred eighty (180) instructional days with pupils in attendance. As professionals, campus school teachers may make additional contributions for the benefit of the campus school and the College community.

The school day for campus school teachers at each Campus School shall be a period that does not exceed seven (7) consecutive hours during any calendar day. Such period shall include, in addition to the time or times during which classes are regularly in session, any time or times, before and/or after the commencement and/or ending of such class periods, during which campus school teachers are required to be available during the school day for the performance of professional duties directly related to their duties at the Campus School, it being understood that a campus school teacher shall be entitled to leave the Campus School when his assigned professional duties do not require his physical presence at the Campus School.

During the term of this Agreement each campus school teacher shall have a daily preparation period of not less than forty-five (45) minutes in duration, such period to be exclusive of recess and lunch periods.

Each campus school teacher shall have not less than one (1) afternoon per month as release time for in-service training.

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Each campus school teacher shall have a daily duty-free lunch break, which shall be of a duration not less than the duration of any such lunch break that was granted, during the 1982-1983 school year, at the Campus School at which he is employed.

Individual campus school teachers, upon written request to the appropriate Campus School administrator, shall be granted released time upon terms and conditions approved by the Vice President for Academic Affairs for innovative study, curriculum development, and/or other professional developmental activities.

D. Supplementary Stipend

In consideration of the fact that campus school teachers are employed to work during a ten (10)-month work year, the parties hereby agree that, commencing with the 1983-1984 school year, each campus school teacher shall be paid an annual stipend in the amount of One Thousand Dollars ($1,000.00) for each such school year during which he is so employed; provided, however, that any campus school teacher who is employed for less than a full school year shall be paid such portion of such stipend as corresponds to the portion of the school year for which he is employed; and provided further that no such stipend or portion thereof shall be a part of the base salary rate of any such campus school teacher. Every stipend or portion thereof paid to any campus school teacher in accordance with the provisions of this Section D shall be paid in addition and as a supplement to any salary or other compensation otherwise payable to such campus school teacher pursuant to the provisions of this Agreement.

The funds to be provided pursuant to this Section D shall be deemed to be a cost item for purposes of Chapter 150E, section 7, of the General Laws.

ARTICLE XIII - SALARY

A. Annual Salary

For the purpose of this Article, "annual salary rate" shall, in respect of each member of the bargaining unit, mean the annual salary rate payable to such member of the bargaining unit with effect from and after June 26, 1983, and as adjusted from time to time thereafter in accordance with the provisions of this Article; provided, however, that in respect of each member of the bargaining unit first employed after June 26, 1983, "annual salary rate" shall mean the annual salary rate payable to such member of the bargaining unit from and after such date of first employment and as adjusted from time to time thereafter in accordance with the provisions of this Article. Notwithstanding the foregoing, whenever any annual salary rate is identified with reference to any date, the annual salary rate shall be the annual salary rate in effect on such date.

The provisions of this Article XIII shall be of no application to any person except insofar as such person is a member of the bargaining unit on and/or after the date of execution of this Agreement; for these purposes a person shall not cease to be a member of the bargaining unit merely by reason of his being on a leave of absence, whether with or without pay.

B. Comprehensive Salary Adjustment: September 25, 1983

With effect on September 25, 1983, the then existing annual salary rate of every member of the bargaining unit who shall have been employed as such on September 25, 1983, shall be increased by an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to four percentum (4%) of the total cumulative value of the annual salary rates, as they were on September 24, 1983, of all persons who were members of the bargaining unit on September 25, 1983;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who were employed as such on September 25, 1983.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount paid hereunder to every member of the bargaining unit who shall have been employed as such on September 25, 1983.

C. Comprehensive Salary Adjustment: April 1, 1984

With effect on April 1, 1984, the then existing annual salary rate of every member of the bargaining unit who shall have been employed as such on April 1, 1984, shall be increased in an amount equal to two percentum (2%) of such then-existing annual salary rate.

D. Comprehensive Salary Adjustment I : September 30, 1984

With effect on September 30, 1984, the then existing annual salary rate of every member of the bargaining unit who shall have been employed as such on September 30, 1984, shall be increased in an amount equal to four percentum (4%) of such then-existing annual salary rate; provided, however, that such then-existing annual salary rate shall not be deemed to include such increase, if any, as may have been granted to any member of the bargaining unit pursuant to Section J of this Article XIII.

E. Comprehensive Salary Adjustment II : September 30, 1984

With effect on September 30, 1984, the then existing annual salary rate of each member of the bargaining unit who shall have been employed as such on September 30, 1984, shall be increased in an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to two percentum (2%) of the total cumulative value of the annual salary rates, as they were on September 29, 1984, of all persons who shall have been members of the bargaining unit on September 30, 1984;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who shall have been employed as such on September 30, 1984.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount paid hereunder to every member of the bargaining unit who shall have been employed as such on September 30, 1984.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary rate that is provided for in the foregoing Section D of this Article XIII.

F. Comprehensive Salary Adjustment I: June 30, 1985

With effect on June 30, 1985, the then existing annual salary rate of every member of the bargaining unit who shall have been employed as such on June 30, 1985, shall be increased in an amount equal to three and one-half percentum (3.5%) of such then-existing annual salary rate; provided, however, that such then-existing annual salary rate shall not be deemed to include such increase, if any, as may have been granted to any member of the bargaining unit pursuant to Section L of this Article XIII.

G. Comprehensive Salary Adjustment II: June 30, 1985

With effect on June 30, 1985, the then-existing annual salary rate of each member of the bargaining unit who shall have been employed as such on June 30, 1985, shall be increased in an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to three and one half percentum (3.5%) of the total cumulative value of the annual salary rates, as they were on June 29, 1985, of all persons who shall have been employed as members of the bargaining unit on June 30, 1985;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who shall have been employed as such on June 30, 1985.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount paid hereunder to every member of the bargaining unit who shall have been employed as such on June 30, 1985.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary rate that is provided for in the foregoing Section F of this Article XIII.

H. Departmental Academic Performance Award

1. September 25, 1983

With effect on September 25, 1983, a Departmental Academic Performance Award shall be paid to eligible members of the bargaining unit who have performed satisfactorily during the preceding work year. The Department Chairperson, the Director, Library (but only where there is no Chairperson of such Library), or the Principal of a Campus School, as the case may require, shall certify to the Academic Vice President, on the form attached hereto as Appendix D-4, all those eligible members of the bargaining unit who have performed satisfactorily during such work year. Members of the bargaining unit shall be ineligible to receive a Departmental Academic Performance Award if they have not then completed one work year of employment as such at the College, if they are then employed as such pursuant to an initial temporary contract of employment for one work year, or if they are then employed as such pursuant to a terminal contract of employment.

With effect on September 25, 1983, the then-existing annual salary rate of each recipient of a Departmental Academic Performance Award granted with effect on said date shall be increased in an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to one half of one percentum (0.5%) of the total cumulative value of the annual salary rates, as they were on September 24, 1983, of all persons who shall have been employed as members of the bargaining unit on

September 25, 1983;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who, having been employed as such on September 25, 1983, shall have been certified in accordance with the preceding paragraph of this sub-section 1.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a Departmental Academic Performance Award pursuant to this sub-section 1.

2. September 30, 1984

Similarly, and subject to the above-described procedures and criteria for eligibility, with effect on September 30, 1984, the then-existing annual salary rate of each recipient of a Departmental Academic Performance Award granted with effect on September 30, 1984 shall be increased in an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to forty-five one hundredths of one percentum (0.45%) of the total cumulative value of the annual salary rates, as they were on September 29, 1984, of all persons who shall have been members of the bargaining unit on September 30, 1984;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who, being employed as such on September 30, 1984, shall have been certified in accordance with the above-described procedures.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a Departmental Academic Performance Award pursuant to this sub-section 2.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary that is provided for in the foregoing Section D of this Article XIII.

3. June 30, 1985

Similarly, and subject to the above-described procedures and criteria for eligibility, with effect on June 30, 1985, the then-existing annual salary rate of each recipient of a Departmental Academic Performance Award granted with effect on June 30, 1985, shall be increased in an amount that shall be calculated as follows:

a. there shall first be computed the amount that is equal to forty-five one hundredths of one percentum (0.45%) of the total cumulative value of the annual salary rates, as they were on June 29, 1985, of all persons who shall have been members of the bargaining unit on June 30, 1985;

b. the amount so computed shall then be divided by the number of full-time equivalent members of the bargaining unit who, being employed as such on June 30, 1985, shall have been certified in accordance with the above-described procedures.

Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a Departmental Academic Performance Award pursuant to this subsection 3.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary that is provided for in the foregoing Section F of this Article XIII.

I. Compensatory Salary Adjustments

1. September 25, 1983

a. Compensatory Salary Adjustment Fund

With effect on September 25, 1983, there shall be created a Compensatory Salary Adjustment Fund in an amount equal to eight tenths of one percentum (0.8%) of the total cumulative value of the annual salary rates of all members of the bargaining unit. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on September 24, 1983.

b. Compensatory Salary Adjustments

With effect on September 25, 1983, the annual salary rate of every member of the bargaining unit who is eligible to receive a compensatory salary adjustment shall be increased in an amount that shall be calculated by dividing the amount contained in the Compensatory Salary Adjustment Fund created with effect on September 25, 1983, by the number of full-time equivalent members of the bargaining unit who are eligible to receive a compensatory salary adjustment with effect on said date. Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a compensatory salary adjustment pursuant to this subsection 1.

A member of the bargaining unit shall be eligible to receive a compensatory salary adjustment pursuant to this paragraph (b) only if, having first been employed as a member of the bargaining unit on or before June 24, 1975, he shall have remained continuously so employed through and including the date of execution of this Agreement.

The cost of all Compensatory Salary Adjustments payable pursuant to this paragraph (b) shall be drawn from the Fund created by the foregoing paragraph (a).

2. September 30, 1984

a. Compensatory Salary Adjustment Fund

With effect on September 30, 1984, there shall be created a Compensatory Salary Adjustment Fund in an amount equal to one and one quarter percentum (1.25%) of the total cumulative value of the annual salary rates of all members of the bargaining unit. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on September 29, 1984.

b. Compensatory Salary Adjustments

With effect on September 30, 1984, the annual salary rate of every member of the bargaining unit who is eligible to receive a compensatory salary adjustment shall be increased in an amount that shall be calculated by dividing the amount contained in the Compensatory Salary Adjustment Fund created with effect on September 30, 1984, by the number of full-time equivalent members of the bargaining unit who are eligible to receive a compensatory salary adjustment with effect on said date. Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a compensatory salary adjustment pursuant to this sub-section 2.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary rate that is provided for in the foregoing Section D of this Article XIII. A member of the bargaining unit shall be eligible to receive a compensatory salary adjustment pursuant to this paragraph (b) only if, having first been employed as a member of the bargaining unit on or before June 24, 1975, he shall have remained continuously so employed through and including September 30, 1984.

The cost of all Compensatory Salary Adjustments payable pursuant to this paragraph (b) shall be drawn from the Fund created by the foregoing paragraph (a).

3. June 30, 1985

a. Compensatory Salary Adjustment Fund

With effect on June 30, 1985, there shall be created a Compensatory Salary Adjustment Fund in an amount equal to seventy four hundredths of one percentum (0.74%) of the total cumulative value of the annual salary rates of all members of the bargaining unit. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on June 29, 1984.

b. Compensatory Salary Adjustments

With effect on June 30, 1985, the annual salary rate of every member of the bargaining unit who is eligible to receive a compensatory salary adjustment shall be increased in an amount that shall be calculated by dividing the amount contained in the Compensatory Salary Adjustment Fund created with effect on June 30, 1985, by the number of full-time equivalent members of the bargaining unit who are eligible to receive a compensatory salary adjustment with effect on said date. Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a compensatory salary adjustment pursuant to this subsection 3.

The increase herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary rate that is provided for in the foregoing Section F of this Article XIII. A member of the bargaining unit shall be eligible to receive a compensatory salary adjustment pursuant to this paragraph (b) only if, having first been employed as a member of the bargaining unit on or before June 24, 1975, he shall have remained continuously so employed through and including June 30, 1985.

The cost of all Compensatory Salary Adjustments payable pursuant to this paragraph (b) shall be drawn from the Fund created by the foregoing paragraph (a).

4. June 30, 1985

a. Compensatory Salary Adjustment Fund

With effect on June 30, 1985, there shall also be created a second Compensatory Salary Adjustment Fund in an amount equal to fifty-one hundredths of one percentum (0.51%) of the total cumulative value of the annual salary rates of all members of the bargaining unit. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on June 29, 1985.

b. Compensatory Salary Adjustments

With effect on June 30, 1985, the annual salary rate of every member of the bargaining unit who is eligible to receive a compensatory salary adjustment shall be increased in an amount that shall be calculated by dividing the amount contained in the Compensatory Salary Adjustment Fund created with effect on June 30, 1985, by the number of full-time equivalent members of the bargaining unit who are eligible to receive a compensatory salary adjustment with effect on said date. Save as is provided in Section P of this Article XIII, the amount so calculated shall be the amount payable as a compensatory salary adjustment pursuant to this subsection 4.

The increases herein provided shall become a part of the annual salary rates of members of the bargaining unit only after the calculation of any increase in any annual salary rate that is provided for in the foregoing Section F of this Article XIII. A member of the bargaining unit shall be eligible to receive a compensatory salary adjustment pursuant to this paragraph (b) only if, having first been employed as a member of the bargaining unit after June 24, 1975, but before June 24, 1982, he shall have remained continuously so employed through and including June 30, 1985.

The cost of all Compensatory Salary Adjustments payable pursuant to this paragraph (b) shall be drawn from the Fund created by the foregoing paragraph (a).

J. Academic Rank Adjustment I: September 30, 1984

With effect on September 30, 1984, there shall be created at each College an Academic Rank Adjustment salary pool which shall be used to fund promotions that have had effect on September 1, 1984. The said pool shall be equal to one half of one percentum (0.5%) of the total cumulative value of the annual salary rates of all members of the bargaining unit at each College. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on September 29, 1984.

Thereafter, a member of the bargaining unit who was promoted with effect on September 1, 1984, shall, with effect on September 30, 1984, have his annual salary rate, as it existed on September 29, 1984, increased in an amount which is equal to not less than (a) five percentum (5%) thereof; or (b) One Thousand Dollars ($1,000.00), whichever is greater; provided, however, that each such increase shall be made in accordance with the provisions of Section B(3) of Article XX of this Agreement.

K. Academic Rank Adjustment II: June 30, 1985

With effect on June 30, 1985, there shall be created at each College an Academic Rank Adjustment salary pool which shall be used to fund promotions having effect on September 1, 1985. The salary pool shall be equal to one half of one percentum (0.5%) of the total cumulative value of the annual salary rates of all members of the bargaining unit at each College. Such total cumulative value shall be computed on the basis of such annual salary rates as they are in effect on June 29, 1985.

Thereafter, a member of the bargaining unit promoted with effect on September 1, 1985, shall thereupon have his annual salary rate, as it existed on June 29, 1985, increased in an amount which is not less than (a) five percentum (5%) thereof; or (b) One Thousand Dollars ($1,000.00), whichever is greater; provided, however, that each such increase shall be made in accordance with the provisions of Section B(3) of Article XX of this Agreement.

L. Distinguished Service Awards

1. September 25, 1983

With effect on September 25, 1983, there shall be created at each College a Distinguished Service Awards monetary pool which shall be used to grant Distinguished Service Awards that are to have effect on said date. The monetary pool shall be equal to three tenths of one percentum (0.3%) of the cumulative value of the annual salary rates of all members of the bargaining unit at such College, such total cumulative value to be computed on the basis of such annual salary rates as they are in effect on September 24, 1983. With effect on September 25, 1983, the then-existing annual salary rate of each recipient of any Distinguished Service Award shall be increased in an amount equal to the amount of such award, the value of which shall not exceed One Thousand Dollars ($1,000.00).

2. September 30, 1984

With effect on September 30, 1984, there shall be created at each College a Distinguished Service Awards monetary pool which shall be used to grant Distinguished Service Awards that are to have effect on said date. The monetary pool shall be equal to three tenths of one percentum (0.3%) of the cumulative value of the annual salary rates of all members of the bargaining unit at such College, such total cumulative value to be computed on the basis of such annual salary rates at they are in effect on September 29, 1984.

With effect on September 30, 1984, the then-existing annual salary rate of each recipient of any Distinguished Service Award granted with effect on September 30, 1984, shall be increased in an amount equal to the amount of such award, the value of which shall not exceed One Thousand Two Hundred Dollars ($1,200.00).

3. June 30, 1985

With effect on June 30, 1985, there shall be created at each College a Distinguished Service Awards monetary pool which shall be used to grant Distinguished Service Awards that are to have effect on said date. The monetary pool shall be equal to three tenths of one percentum (0.3%) of the cumulative value of the annual salary rates of all members of the bargaining unit at such College, such total cumulative value to be computed on the basis of such annual salary rates as they are in effect on June 29, 1985.

With effect on June 30, 1985, the then-existing annual salary rate of each recipient of any new Distinguished Service Award granted with effect on June 30, 1985, shall be increased in an amount equal to the amount of such award, the value of which shall not exceed One Thousand Two Hundred Dollars ($1,200.00).

4. General Provisions

a. Maximum Amount of Each Award

No Distinguished Service Award granted with effect on September 25, 1983, shall exceed One Thousand Dollars ($1,000.00).

No Distinguished Service Award granted with effect on September 30, 1984, or June 30, 1985, shall exceed One Thousand Two Hundred Dollars ($1,200.00).

b. Procedures: Academic Year 1983-1984

The procedures to be followed in identifying the recipients of all Distinguished Service Awards granted with effect on September 25, 1983, shall be those prescribed at Section L of Article VIII of this Agreement.

c. Procedures: Academic Years 1984-1985 and 1985-1986

The procedures to be followed in identifying the recipients of all Distinguished Service Awards granted with effect on September 30, 1984, and June 30, 1985, shall be those prescribed at Section M of Article VIII of this Agreement.

M. Salary Ranges

The minimum salary rates of the salary ranges applicable during the term of this Agreement appear on the table below. The maximum salary rates of the salary ranges effective September 25, 1983, also appear on such table and are to be adjusted during the term of this Agreement as provided in this Article.

With effect on April 1, 1984, the maximum salary rates of the salary ranges, as the same appear below in Table 1, shall be increased, respectively, in an amount equal to two percentum (2%) of each such rate.

Similarly, but with effect on September 30, 1984, the maximum salary rates of the aforesaid salary ranges, as heretofore increased, shall be further increased, respectively, in an amount equal to eight percentum (8%) of each such rate.

Similarly, but with effect on June 30, 1985, the maximum salary rates of the aforesaid salary ranges, as heretofore increased, shall be further increased, respectively, in an amount equal to the nine percentum (9%) of each such rate.

TABLE 1

Salary Ranges

	Minimum Rate with Effect On:			Maximum Rate With Effect On:
	9/26/83	7/1/84	6/30/85	9/26/83
Professor	16,793.40	23,000.00	25,000.00	47,348.40
Associate Professor	13,964.60	20,500.00	22,000.00	40,140.16
Assistant Professor	12,200.24	16,500.00	17,500.00	34,080.60
Instructor	11,200.28	14,500.00	16,000.00	29,315.32
Adjunct Instructor	11,200.28	14,500.00	16,000.00	29,315.32

(Each of the above is applicable in the case of a nine month appointment)

	9/26/83	7/1/84	6/30/85	9/26/83
Librarian	15,498.60	22,000.00	23,500.00	42,171.80
Associate Librarian	14,498.00	18,000.00	20,000.00	37,008.20
Assistant Librarian	12,935.00	15,000.00	16,500.00	32,459.76
Library Associate	11,300.12	13,300.00	14,800.00	28,160.40
Library Assistant	10,300.00	12,300.00	13,800.00	24,612.44

(Each of the above is applicable in the case of a twelve month appointment)

N. Times of Payment

The manner and times of payment of every bargaining unit member's salary shall be in accordance with the practice in effect immediately prior to the date of execution of this Agreement, and every member of the bargaining unit shall, in accordance with such practice, be entitled to elect to receive advances against his salary.

Anything in the foregoing provisions of this Article to the contrary notwithstanding, whenever any monies shall, pursuant to any provisions of this Article XIII, be due and payable on a date prior to the date on which final action shall have been taken to appropriate the monies necessary to fund such provisions, such monies shall, unless otherwise expressly provided by law, be due and payable not later than sixty (60) days after the date on which such final action shall have been taken.

O. Funding

All the funds required to be provided pursuant to the provisions of this Article XIII, shall be deemed to be a cost item for purposes of Chapter 150E, Section 7, of the General Laws.

P. Application to Part-Time Members of the Bargaining Unit

1. Selective Salary Adjustments

Any member of the bargaining unit who is otherwise eligible to receive any salary adjustment granted pursuant to any provision contained in the foregoing Sections H and I, but who, during the whole or any part of the period in respect of which such eligibility is established, is or was employed as such on a part-time basis at the Massachusetts College of Art, shall receive one half (1/2) of any such adjustment so granted.

2. Comprehensive Salary Adjustments

Any member of the bargaining unit who is otherwise eligible to receive any Comprehensive Salary Adjustment granted pursuant to any provision contained in the foregoing Sections B, E and G, but who, during the whole or any part of the period in respect of which such eligibility is established, is or was employed as such on a part-time basis at the Massachusetts College of Art, shall receive, in lieu of the amount prescribed by each of said Sections, a fraction thereof equal to the fractional value of his part-time employment as it is or was during the period in respect of which his eligibility for such salary adjustment is established.

3. Other Salary Adjustments

Any member of the bargaining unit who is otherwise eligible to receive any salary adjustment granted pursuant to any provision contained in the foregoing Sections C, D, F, J, K and L, but who, on the date when such salary adjustment is to have effect, is or was employed as such on a part-time basis at the Massachusetts College of Art, shall receive, in lieu of the amount prescribed by each of said Sections, a fraction thereof equal to the fractional value of his employment as it is or was on the date when such salary adjustment is to have effect.

Example:

A faculty member whose annual salary rate is $20,000.00 but who is employed on a 1/5th basis such that his actual rate of compensation is $4,000.00 would have his annual salary rate and his actual rate of compensation adjusted as follows pursuant to Section C of this Article:

a. Annual Salary Rate

$20,000 X 2% = $400 adjustment

annual salary rate =$20,400

from and after April 1, 1984;

b. Actual Rate of Compensation

$20,000 X 1/5 = $4,000

$400 X 1/5 = $80

Actual rate of compensation = $4,080

from and after April 1, 1984.

ARTICLE XIV - PROGRAM OF PROFESSIONAL DEVELOPMENT

The parties agree to undertake a program of professional development for members of the bargaining unit.

Participation in any such program by any member of the bargaining unit shall be undertaken only on a voluntary basis.

A. Purpose

The purpose of the Program of Professional Development shall comprise the following several aims and goals:

1. To improve teaching and student advising and to relate those to a changing curriculum that is itself responsive to the larger needs of society;

2. To develop new teaching skills and an appropriate facility in the use of media, teaching aids and other supportive techniques where those are appropriate;

3. To improve student advising techniques and the faculty member's command of relevant bodies of knowledge in this area;

4. To increase the faculty member's command of the body of knowledge that constitutes his own discipline;

5. Where appropriate, to enable a faculty member to develop a command over a body of knowledge in a related discipline;

6. In the case of any librarian, to improve such librarian's professional skills and techniques and to relate those to a changing curriculum that is itself responsive to the larger needs of society; and

7. In the case of any librarian, to develop new professional skills and techniques to the same end.

B: Individual Programs of Professional Development

Within thirty (30) days of the date of execution of this Agreement, there shall be established at each College a Committee on Professional Development and Retraining, which shall be composed of three (3) unit members appointed by the President of the Association and two (2) persons appointed by the President of the College.

1. The Committee shall:

    a. Meet and confer with the Vice President regarding criteria for the awarding of Professional Development Programs, and shall utilize the guidelines for such Professional Development Programs in effect on June 30, 1983;

b. Receive and review all requests for programs of professional development as may be undertaken pursuant to the provisions of this Article, and the guidelines in effect on June 30, 1983, and thereafter make recommendations to the President of the College regarding approval or disapproval of all programs of professional development submitted pursuant to the provisions of this Article;

c. Make recommendations regarding the allocation of monies which shall be available for the implementation of programs of professional development as may be undertaken pursuant to the provisions of this Article;

d. Develop and recommend a policy for the retraining of unit members who may be retrenched, and submit such recommended policy to the President of the College within three (3) months from the date on which the Committee shall have first convened; in discharging this responsibility, the Committee shall seek to compile and disseminate information regarding retraining and job opportunities for members of the bargaining unit;

e. Advise, when requested, individual unit members who shall have been or may be retrenched pursuant to the provisions of Articles XA and XB of this Agreement for the purpose of assisting any such unit member in the development of a program of retraining.

2. The President shall:

a. Upon receipt of the recommendations of the Committee on Professional Development and Retraining, grant such awards as he shall determine in accordance with the provisions of this Article;

b. Notify the applicants of the approval or disapproval of their program of professional development;

c. Notify the President of the Association of the grants and programs approved by him.

C. Evaluations

The participation or lack of participation of any member of the bargaining unit in any program of professional development shall not be considered in any evaluation of such member of the bargaining unit conducted pursuant to the provisions of Article VIII of the Agreement; provided, however, that any member of the bargaining unit may introduce for consideration during any such evaluation the work done by him, or the product thereof, pursuant to any program of professional development. Notwithstanding the foregoing, whenever any member of the bargaining unit shall have been granted a reduction of teaching workload in order to undertake a program of professional development, his participation in such program shall be evaluated in accordance with Article VIII of this Agreement.

D. Funding

In each of the academic years 1983-1984, 1984-1985 and 1985-1986, there shall be established at each College a fund which shall be available for the implementation of programs of professional development undertaken pursuant to the provisions of this Article.

In each of the fiscal years within which the aforesaid academic years fall, the monies to be included in such fund shall be a net amount equal to the following:

(a) one percentum (1%) of the cumulative value of the salaries of all members of the bargaining unit employed at such College on the date of the first pay period of the fiscal year,

reduced by

(b) the cost at such College in such fiscal year of all of the following:

(i) the monies payable for the purchase of malpractice insurance pursuant to Article IV, Section C (5), of this Agreement;

(ii) the monies payable as stipends pursuant to Article VI, Section G (2), of this Agreement;

(iii) the monies payable as stipends pursuant to Article XIIC, Section D, of this Agreement; and

(iv) the monies made available for the support of sabbatical leaves pursuant to Article XV, Section D, at item (2) of the seventh paragraph thereof, of this Agreement.

It is the understanding of the parties that, in fiscal years 1985 and 1986, the amount to be included in the above-described fund may be greater or less than the amount included in such fund in the preceding fiscal year.

Such sums shall be an incremental cost item for the purposes of Section 7(c) of Chapter 150E of the General Laws. These amounts may be increased pursuant to the provisions of Article XV, Section D.

Any sums allocated to any College for the purpose of professional development not spent at any such College for such purpose during any year to which this Agreement is of application shall be made available to departments and/or program areas for the purpose of unit members' attendance at conferences, seminars, or individual study, subject to the prior approval of the Department Chairperson, the Director of the Library, the Chairperson of the Library, or the Principal of the Campus School, as the case may be.

E. Definition

For the purpose of this Article XIV, the phrase "individual program of professional development" shall, in the case of any individual member of the bargaining unit, mean a program designed to effectuate any one or more of the purposes set forth in Section A, which program shall have been developed at the initiation of such unit member, assented to by him, and approved as such by the President or his designee: it being the common purpose of the parties to this Agreement to provide members of the bargaining unit with the specific means by which to achieve professional growth and to benefit the College.

ARTICLE XV - SABBATICAL LEAVE

A. Reaffirmation

The parties reaffirm their mutual commitment to support the professional development and growth of individual members of the bargaining unit; and to that end they similarly reaffirm their commitment to the granting of sabbatical leaves, in accordance with the provisions of this Article.

B. Eligibility

The provisions of this Article shall apply to all full-time faculty members, campus school teachers, and librarians; provided that such employees have served at one or another of the State Colleges for at least seven (7) years, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave.

The provisions of this Article shall also apply to part-time members of the faculty who have held a part-time appointment of not less than one-half time consecutively for a pro-rata period equivalent to at least seven years of full time service, exclusive of the periods of any unpaid leaves of absence, after entering any such service and since the termination of their last such leave.

The provisions of this Article shall not apply either to any Library Associate or Library Assistant.

The granting of sabbaticals shall be subject to the funding and to the procedures provided in this Article, and during the term of this Agreement no other quota limiting the number of sabbaticals to be granted shall govern eligibility.

The parties expressly agree that no member of the bargaining unit shall be denied a sabbatical due to insufficient funds where the course or courses to be taught or the duties to be assumed are not deemed to be essential in accordance with the procedures provided in this Article.

C. Terms

Sabbatical leave shall be for purposes of study and research and may be granted for either a period of one (1) year at half pay for such period or a period of a half-year at full pay for such period.

Prior to the granting of any sabbatical leave, the unit member must enter into a written agreement with the Board of Trustees that, upon the termination of such leave, he will return to the service of the College for a period equal to twice the length of such leave and that, in default of the completion of such service, he will refund to the Commonwealth, unless excused therefrom by the Board of Trustees for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of the services agreed to be rendered.

Upon completion of any sabbatical leave the member of the bargaining unit to whom it was granted shall submit to the Vice President for his approval an appropriate written summary of the work undertaken and accomplished relative to the purpose or purposes for which the sabbatical leave was granted.

Whenever the Vice President shall require additional information previously not submitted in the aforementioned summary the Vice President shall communicate his reasons therefore in writing to said member of the bargaining unit.

D. Application and Approval

Not later than October 5, 1984 or October 4, 1985, each member of the bargaining unit who wishes to do so shall submit to his Department Chairperson, the Director of the Library, the Chairperson of the Library, or the Principal of the Campus School, as the case may be, a written proposal setting forth the purposes for which the sabbatical leave is sought.

Thereafter the Department Chairperson, the Director of Library, the Chairperson of the Library, or the Principal of the Campus School, as the case may be, shall submit each such application, together with his written recommendation, to the Vice President in accordance with the applicable personnel schedule.

The Vice President, after consultation with the Department Chairperson, the Director of the Library, the Chairperson of the Library, or the Principal of the Campus School, as the case may be, shall determine which course or courses or other professional duties or services among those that would otherwise be taught or assumed by the member of the bargaining unit are deemed essential to the curriculum of the department or to a program or service at the College.

The Vice President shall further determine whether such course or service or other professional duties or services so deemed essential are able to be taught or assumed by other members of the bargaining unit at the College without creating a workload in excess of that provided for in Article XII of this Agreement.

Thereafter, the Vice President shall submit a written recommendation to the President concerning each such application. He shall also transmit the application itself and the recommendation of the Department Chairperson, Director of the Library or the Chairperson of the Library as the case may be, or Principal of the Campus School, as the case may be, to the President.

In determining which courses are essential, the President shall ensure that the quality of education to be provided to students shall not be diminished by the granting of any sabbatical leave.

Whenever the President shall have determined that any essential course, duty, or service can not be so taught or assumed, the President shall make available:

1) any savings that may be realized from the granting of a sabbatical for a full year; and

2) an amount equal to one quarter (¼) of one percentum (1%) of the cumulative value of the annual salary rates of all members of the bargaining unit at such College.

The funds required to be provided pursuant to item (2) above shall be deemed to be a cost item for the purposes of Chapter 150E, section 7, of the General Laws.

Such funds shall be used solely for the purpose, to the extent necessary, of employing qualified temporary or part-time personnel to teach such essential courses, assume such essential duties or render such essential services during the absence of any member of the bargaining unit who shall have been granted a sabbatical leave.

In the event the funds described in the foregoing item (2), or any part thereof, shall not have been used for such purposes, such funds shall be used for purposes of professional development, pursuant to the provision of Article XIV of this Agreement, and further subject to the approval of the transfer of such funds.

Subject to the foregoing, sabbatical leaves shall be granted by the Board of Trustees, upon the recommendation of the President, or by the President as its designee.

In any case in which a Board of Trustees acts upon the granting of sabbatical leaves, the President shall first transmit to the Board his written recommendations in that regard, which recommendation shall contain statements of his reasons for the making of each such recommendation. Whenever the Board shall not have accepted any such recommendation of the President, it shall set forth its reasons therefor fully and completely.

Following the granting of sabbatical leaves, each applicant shall be notified of the decision with respect to his application.

E. Deferral

Whenever, for compelling reasons, a unit member is unable to carry out the purposes of his sabbatical leave when granted, such unit member may, with the approval of the President of the College, defer the taking of his sabbatical leave for a period not to exceed four academic semesters commencing with the first academic semester during which such sabbatical leave would otherwise have been taken.

ARTICLE XVI - ACCESS TO OFFICIAL PERSONNEL FILES

The administration of each College shall maintain an Official Personnel File for each member of the bargaining unit which shall be kept in a secure place in the custody of the President or his designee. Such file shall contain a continuous record of the member of the bargaining unit's status as an employee of the College. The Official Personnel File shall contain the following:

a. Copies of Official Personnel Correspondence and personnel actions concerning the member of the bargaining unit;

b. Except as is hereinafter provided, all evaluations of the performance of members of the bargaining unit made prior to the effective date of this Agreement and made thereafter pursuant to the provisions of Article VIII hereof;

c. All recommendations of retention, merit, promotion and tenure made prior to the effective date of this Agreement and all such recommendations made thereafter pursuant to the provisions of Article VIII hereof;

d. An up-dated official transcript submitted pursuant to the provisions of Article VIII hereof; and

e. An up-dated copy of the Professional Data Form which may include an individual Comprehensive Personal Resume.

Except as is hereinafter provided, no other materials shall be included therein.

1. All such materials placed in the Official Personnel File of a member of the bargaining unit shall be dated when received, numbered sequentially, and, with effect from and after September 1, 1981, all materials contained in each Official Personnel File shall be logged sequentially.

2. The member of the bargaining unit shall have the right without undue delay to examine his Official Personnel File, effective September 1, 1977. Under no circumstances shall the Official Personnel File be removed from its place of safekeeping by the member of the bargaining unit and access to the Official Personnel File shall, where feasible, be only in the presence of someone in authority.

3. The member of the bargaining unit shall have the right to place in his Official Personnel File a written statement made in response to materials contained in his Official Personnel File, or which may have affect on his employment status.

4. Upon written request of the individual member of the bargaining unit the College administration shall reproduce without undue delay one (1) copy of such materials, effective September 1, 1977.

5. Copies of Official Personnel Correspondence shall be filed at the time they are sent to the member of the bargaining unit.

6. Effective September 1, 1978, evaluations of the member of the bargaining unit made during the 1971-72 academic year shall be contained in the Official Personnel File, and all evaluations made prior to the said academic year shall be removed from the Official Personnel File and shall be stored as is hereinafter provided. Notwithstanding the foregoing, within sixty (60) days of the commencement of the first day of the seventh (7) year of employment at the College of each member of the bargaining unit, there shall be removed from the Official Personnel File of each such member of the bargaining unit all evaluations which have been filed therein for a period greater than six (6) years. Thereafter, no evaluations of the member of the bargaining unit which do not cover the prior six (6)- year period shall remain in the Official Personnel File.

The evaluations to be removed from the Official Personnel File shall be placed in a sealed envelope and stored by the administration at the College. Each year thereafter, those evaluations which have been in the member of the bargaining unit's Official Personnel File for more than six (6) years shall be similarly removed and placed in the stored envelope.

All evaluations placed in such envelopes in accordance with the provisions of this Article and its predecessors may be examined only in compliance with either of the following conditions:

a. Upon written notice by the President to the member of the bargaining unit, which notice shall contain a statement of the reasons for such examination; or,

b. Upon written notice by the member of the bargaining unit to the President, which notice shall contain a statement of the reasons for such examination.

7. The Official Personnel File shall be available for inspection by the Department Chairperson, the Director of the Library and the Chairperson of the Library, if any, the Special Committee on Tenure, the Vice President or his designee, the President of the College or his designee, the Board of Trustees or the President as its designee and, the Board of Regents acting through the Council of Presidents or its designees and, when so authorized in writing by the member of the bargaining unit, by a representative of the Association. An inspection sheet shall be maintained for each member of the bargaining unit's Official Personnel File. Whenever any of the foregoing individuals, Committees or Boards inspects the Official Personnel File of a member of

the bargaining unit, the name of the individual or individuals conducting such inspection and the date and time thereof shall be noted on the inspection sheet, effective September 1, 1978.

8. Unless required by law, no other person or agency shall be given access to an Official Personnel File without the express written permission of the member of the bargaining unit concerned.

ARTICLE XVII - COMPLIANCE WITH BOARD TIME SCHEDULES

Save as is otherwise provided in Section I of Article VII, and in the personnel calendar set forth in Appendix M of this Agreement, the parties agree that any assignment, report, recommendation, or other action of any committee, Department Chairperson, or member of the bargaining unit provided for in this Agreement shall be completed in compliance with such time schedules as may be established from time to time by the Board or President of a College; provided, however, that whenever the President shall establish any such schedule, he shall first consult with the Chapter President regarding such schedule.

Reasonable written notice of time schedules shall be provided by the President of the College to the Chairperson of the All College Committee, the Chapter President and the President of the Student Government Association. Such notice shall be deemed to be notice to all other committees established in this Agreement, to Department Chairpersons and to the members of the bargaining unit. In the event that any committee, Department Chairperson, or member of the bargaining unit having received such written notice, shall not have so completed its or his work, the President or the Board, as the case may be, may in his or its discretion make such recommendations or take such actions as he or it deems appropriate and the making of such recommendations or the taking of such actions shall not be in violation of the procedures set forth in any provision of this Agreement.

ARTICLE XVIII - NO STRIKE OR LOCK OUT PLEDGE

The Board of Regents agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow down, or withholding of services by any member or members of the bargaining unit.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board of Regents to seek or pursue any remedy at law or in equity provided by the Laws of the Commonwealth.

ARTICLE XIX - STATUTORY RESPONSIBILITIES OF THE BOARDS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board of Regents or the several Boards of Trustees as may be provided by any applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of any of said boards under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

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ARTICLE XX - APPOINTMENT AND PROMOTION

A. Preamble

This Article XX is, by mutual agreement of the parties, made a part of the Agreement, the provisions of which Agreement are subject to the provisions contained herein.

Definitions relating to this Article:

"Librarian" shall mean any member of the bargaining unit who holds the rank of Library Assistant, Library Associate, Assistant Librarian, Associate Librarian or Librarian.

"Teaching faculty member" shall mean any member of the bargaining unit who holds the rank of Instructor, Assistant Professor, Associate Professor or Professor.

This Article XX is also based on the express understanding that contracts for non-tenured faculty and librarians are term agreements subject to annual renewal after the completion of the established evaluation procedure.

B. Requirements for Eligibility of Teaching Faculty for Appointment and Promotion

Teaching faculty members may be appointed initially at any rank in keeping with the following requirements. These requirements apply to faculty members in the nine state colleges; they are of no application to maritime specialists and adjunct instructors at the Massachusetts Maritime Academy, which are provided for in Article XXA of this Agreement. Exceptions to these requirements may be made for sound academic reasons in certain specialized areas and under other special circumstances with the approval of the Board of Trustees or the President as its designee. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees or the President, as provided in Article VIII, shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Requirements Applicable to Teaching Faculty

a. Instructor

i. A Master's degree from an accredited institution in the academic or professional discipline to be taught;

ii. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting;

iii. Demonstrated potential to fulfill the applicable evaluation criteria.

iv. For instructors appointed to teach courses in a professional area, two years of appropriate professional experience is an additional requisite.

b. Assistant Professor

i. A Master's degree together with thirty (30) hours of graduate credits from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. Three (3) years of experience in teaching or two (2) years if the person possesses a terminal degree; and

iii. In the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

c. Associate Professor

i. A terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. Six (6) years of experience in teaching, at least three (3) of which must have been at an accredited College or University; and

iii. In the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluation conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

d. Professor

i. A terminal degree from an institution or institutions accredited at the level of such degree in the academic or professional discipline to be taught;

ii. Eight (8) years of experience in teaching, at least five (5) of which must have been at an accredited College or University; and

iii. In the case of a promotion, meritorious performance as demonstrated by the candidate's evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

2. Alternative Criterion for Certain Assistant Professors

a. Faculty Appointed on or after September 1, 1964 and on or before August 31, 1967

Any member of the bargaining unit who, prior to June 30, 1980, elected to establish his eligibility for promotion from Assistant Professor to Associate Professor pursuant to the provisions of Section B(3) of Article XX of the agreement made between the Board of Trustees of State Colleges and the Association and dated November 6, 1978, may continue to fulfill the criterion for promotion in accordance with the provisions of the said Section B; provided, however, that he shall, in order to establish such eligibility, fulfill such criterion not later than June 30, 1985.

b. Faculty Appointed with effect for the 1960-1961 Academic Year or Thereafter but prior to September 1, 1964

Any member of the bargaining unit who, prior to June 30, 1981, elected to establish his eligibility for promotion from Assistant Professor to Associate Professor pursuant to the provisions of Section B(3)(b) of Article XX of the predecessor agreement to this Agreement, may continue to fulfill the criterion for promotion in accordance with the provisions of the said Section B; provided, however, that he shall, in order to establish such eligibility, fulfill such criterion not later than June 30, 1986.

c. No Extension

The parties agree that the provisions of subsection 2(a) shall be of no force and effect beyond June 30, 1985, and that the provisions of subsection 2(b) shall be of no force and effect beyond June 30, 1986.

3. Application of the Criteria for Promotion

Subject to the provisions of the paragraph next following, no board shall impose or use any quotas by rank, and no such quota shall govern the eligibility for promotion of any member of the bargaining unit.

Members of the bargaining unit, including librarians, who are determined pursuant to the provisions of this Agreement, including the provisions of this Article XX, to be qualified and eligible for promotion at any College for the 1984-1985 and 1985-1986 academic years, shall not be denied such promotion by reason of insufficient funds unless the total cost of such promotions in such year shall have been in an amount equal to one half (1/2) of one percentum (1%) of that portion of the "01 account" applicable to the members of the bargaining unit; it being the understanding of the parties that every such promotion shall be made with a salary increment in an amount equal to not less than (a) five percentum (5%) of the then-effective base salary of the unit member promoted, or (b) One Thousand Dollars ($1,000.00) whichever is greater. Promotions of part-time unit members at the Massachusetts College of Art shall be made with a salary increment in an amount equal to a pro-rated portion of the increment otherwise payable hereunder.

The monies needed to fund all such promotions having effect either on September 1, 1984, or September 1, 1985, shall be drawn, respectively, from the Academic Rank Adjustment Salary Pools created pursuant to Sections J and K of Article XIII of this Agreement. No monies needed to fund any promotion having effect prior to the date of execution of this Agreement shall be expended from monies appropriated for the purpose of funding the cost items contained in this Agreement.

No member of the bargaining unit shall be denied promotion by reason of insufficient funds unless that is in fact the sole reason for denying promotion, such that the member of the bargaining unit in question would not otherwise have been denied promotion for sound academic reasons.

The parties recognize and agree that the President may, at his sole discretion, expend additional monies, if any, to fund additional promotions. Nothing herein shall be deemed to require the expenditure of such additional monies at any College.

The parties further recognize that they are parties to an Agreement of Settlement pursuant to which a grievance arising under the terms of the predecessor Agreement and concerning promotions denied certain members of the bargaining unit thereunder has been resolved by providing for the granting of certain of those promotions at Bridgewater, Framingham, Westfield, and Worcester State Colleges.

C. Appointment Procedures and Terms for Teaching Faculty

1. Instructors will ordinarily be appointed to successive one-year term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below. Other than a faculty member holding tenure at the rank of instructor, no one will remain in the rank of instructor more than five years; prior to the beginning of his fifth year, an instructor will be given written notice that:

a. He is to be promoted to the rank of assistant professor at the beginning of the next year; or

b. He is beginning a terminal one-year appointment.

2. Persons initially appointed above the rank of instructor may be given initial appointment, without tenure, of one, two or three years. Those initially appointed above the rank of Instructor may not be employed beyond six (6) consecutive years as a full-time faculty member without gaining tenure.

3. Subject to the provisions of Article IX persons initially appointed at the rank of Associate Professor or Professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years as a faculty member, exclusive of a terminal year, without gaining tenure.

4. Persons appointed as Visiting Professors shall be employed for a specific period of time and shall not attain tenure.

5. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

6. Anything in this Agreement to the contrary notwithstanding, the Board may grant to any person, and at any academic rank, an appointment known as a temporary appointment. No such temporary appointment shall be for a period in excess of four (4) academic years. Every such temporary appointment shall be made in writing and shall terminate on a date that shall be stated therein. Anything in this Agreement to the contrary notwithstanding, such statement of the date of such termination shall be deemed to be due and timely notice of the termination of such

appointment, and such termination shall have effect on the date so stated. Anything in this Agreement to the contrary notwithstanding, any person or persons who shall have been granted a temporary appointment pursuant to this provision shall not, during the term of such appointment, be required to be evaluated pursuant to Article VIII of this Agreement; provided, however, that the provisions of Article VIII may be applied to such person if the Board and such person mutually so agree; and provided further that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person. Notwithstanding the foregoing, every such person or persons who shall have been granted a temporary appointment in excess of one (1) semester in duration, shall be evaluated pursuant to the provisions of Article VIII of this Agreement; provided, however, that any such application of the provisions of Article VIII shall not be deemed to alter any of the terms or conditions of any temporary appointment that shall have been granted to such person. No person granted a temporary appointment hereunder shall be eligible to be considered for tenure.

Prior to making any temporary appointment hereunder, the Vice President shall meet with the Chapter President for the purpose of discussing the reasons therefor.

7. Whenever any member of the bargaining unit, including, for the purposes of this sub-section (7), any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any Massachusetts State College, such member of the bargaining unit shall be given added consideration as a candidate for such position; provided, however, that such added consideration shall be so given only if such member of the bargaining unit is not, by training and experience, less qualified for such position than the most qualified among all the applicants therefor.

Whenever any member of the bargaining unit, including, for the purposes of this sub-section (7), any librarian, shall apply to be a candidate for any vacant position within the bargaining unit at any Massachusetts State College, such person's name shall be included on the list of candidates submitted to the President of such College by any screening or like committee, including any such committee constituted pursuant to Section H of Article VI of this Agreement; provided, however, that such person's name need not be so included unless he has the minimum advertised qualifications for the position for which he is a candidate; and provided further that nothing in this paragraph shall be deemed to abridge any right conferred by the foregoing paragraph.

Whenever any member of the bargaining unit, having applied as such for a vacant position in the bargaining unit, shall have been appointed to such position, he shall retain any such tenure, or eligibility therefor, and any such seniority as he shall have had on the date immediately prior to the date of such appointment, and he shall retain any and every other such right or benefit as he shall have had on such date; and the same shall be retained irrespective of whether such appointment shall have been made at the same or a different Massachusetts State College. No appointment made pursuant to this paragraph shall be deemed to be a transfer for the purposes of Article X of this Agreement.

8. Any non-tenured faculty member who, in any academic year, is a candidate for promotion to the rank of Associate Professor may elect to be considered simultaneously as a candidate for tenure without regard to the number of years during which he has been a non-tenured faculty member. The right to make such election shall be subject to the following conditions:

a. Any faculty member who makes such election shall be eligible during such academic year to be recommended for both promotion and tenure but shall not be eligible to be recommended for only the one or the other, such that he shall be either granted or denied both.

b. No faculty member shall be entitled to make such election in two (2) consecutive academic years.

c. Any faculty member who makes such election in the fourth year of his employment as such shall not be entitled to be considered for tenure in the fifth year of his employment without the prior approval of the Board of Trustees or its designee.

D. Requirements for Eligibility of Librarians for Appointment and Promotion

Librarians may be appointed initially at any rank in keeping with the following requirements. For sound academic reasons, exceptions to these requirements may be made in certain specialized areas and under rare and extraordinary circumstances by the Board of Trustees or the President as its designee.

1. Library Assistant

a. A baccalaureate degree from an accredited institution in an academic or professional discipline that forms a part of the curriculum of the College at which such appointment is to be made; and

b. Demonstrated potential to fulfill the applicable performance criteria.

2. Library Associate

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association; or, for certain specialized professional activities within the Library, a Master's Degree, from an institution accredited to grant such degrees, in a discipline directly related to such a specialized professional activity;

b. Evidence of the potential for a successful career in librarianship at an academic, research library; and

c. Demonstrated potential to fulfill the applicable performance criteria.

3. Assistant Librarian

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

b. Three (3) years of experience as a librarian and a fully demonstrated professional competence as a librarian in an academic or research library; and

c. Meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

4. Associate Librarian

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

b. Seven (7) years of experience as a librarian, at least three (3) of which must have been at an academic or research library; and

c. Meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

5. Librarian

a. The degree of Master of Library Science from an institution accredited to grant such degrees by the American Library Association;

b. A second subject Master's degree from an accredited institution;

c. Ten (10) years of experience as a librarian, at least four (4) of which must have been at an academic research library; and

d. Meritorious performance as demonstrated by the candidate's annual evaluation conducted in accordance with the provisions of Article VIII of this Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of this Agreement.

E. Appointment Procedures and Terms for Librarians

1. Non-tenured librarians will be appointed pursuant to the issuance of successive term contracts and shall be entitled to receive such notice of the non-renewal of any such contract as is provided for in Section F below.

2. Every person appointed as a Library Associate shall ordinarily be appointed pursuant to the issuance of successive one (1) year term contracts. No such person shall remain in the rank of Library Associate for more than five (5) years. Prior to the beginning of his fifth year, a Library Associate will be given written notice that:

a. He is to be promoted to the rank of Assistant Librarian at the beginning of his next year of service, or

b. He is beginning a terminal one (1) year appointment.

The provisions of this sub-section (2) shall not be of application to any Library Associate who elected, pursuant to the provisions of Section C of Article IX of the agreement made between the Board of Trustees of State Colleges and the Association and dated November 6, 1978, not to be eligible to be considered for tenure.

3. Any librarian who has served for more than five (5) consecutive years as a full-time librarian at any rank may thereafter be given appointments of one, two, three, four or five years; provided, however, that without limiting the foregoing, any librarian initially appointed at a rank other than the rank of Library Assistant may be given an initial appointment and successive appointments of one, two or three years.

4. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

F. Notice of Non-Renewal

Due notice of an intention not to renew the appointments of librarians and of non-tenured faculty shall be given as follows:

1. Termination after the first year: Notification by March 15 of the first year.
2. Termination after the second year: Notification by January 15 of the second year.
3. Termination after three or more years: Notification by September 1 of the final year.

G. Eligibility for Promotion

1. Eligibility for promotion shall be based on:

    a. Fulfillment of the minimum requirements set forth by rank in Sections B and D above;

    b. Meritorious performance as demonstrated by the annual evaluations of all teaching faculty and librarians;

    c. Recommendations made in accordance with the procedures contained in Article VIII. Whenever any person or body makes a recommendation to reappoint or promote any member of the bargaining unit, such recommendation shall be made in writing and shall set forth clear and convincing reasons in support of such recommendation. Whenever any person or body makes a recommendation not to reappoint or promote any member of the bargaining unit, such recommendation shall be made in writing and shall set forth full and complete reasons in support of such recommendation.

2. Promotions of teaching faculty shall take effect at the beginning of an academic year.

H. Evaluations

There will be regular evaluations made of each member of the teaching faculty and of each librarian with a written record kept of the substance of the evaluation. Such evaluation shall be conducted in accordance with the provisions of Article VIII of this Agreement.

I. Miscellaneous Provisions

1. When, pursuant to Section F above, notice is given to any teaching faculty member or to any librarian that his contract is not to be renewed, a statement shall be given to him setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be so given without the prior approval of the Board of Trustees or the President as its designee.

2. Members of the bargaining unit on leaves of absence for whatever reason shall relinquish their rights to take part in campus activities, including voting privileges and participation in or attendance at committee meetings, during the periods of such leaves of absence.

3. All professional appointments to the libraries shall be on a twelve (12) month basis, effective July 1, 1971; provided, however, that any librarian who is a member of the bargaining unit and who is employed under the terms of an annual ten (10) month contract on the date of execution of this Agreement shall continue to be so employed from and after such date subject to the following: with the approval of the President, any such librarian may, within ninety (90) days after the date of execution of this Agreement, elect to be employed under the terms of an annual twelve (12) month contract; provided that whenever any such librarian shall have so elected, the then-current base salary rate of such librarian shall be increased in an amount equal to twenty percentum (20%) thereof. All librarians who hold tenure on the effective date of this Agreement shall retain such tenure subject to the provisions of Article IX of this Agreement.

5. All members of the bargaining unit who are employed as campus school teachers shall have faculty rank. Any such member of the bargaining unit who did not have such rank on November 5, 1978, shall, with effect from and after November 6, 1978, be deemed to have acquired such faculty rank as, in accordance with the requirements of Section B above, corresponds to such person's degree status and length of service on such date; provided, however, that every such person shall be deemed to have acquired a rank not lower than Instructor; and provided further that every such person thereby acquiring the rank of Instructor shall, for the sole purpose of applying the provisions of Section C(1) above, be deemed to have been first appointed to such rank on such date.

J. Termination of a Non-Tenured Faculty Member or Librarian

Whenever any non-tenured faculty member or librarian is terminated during the term of a term contract of employment, he shall first be accorded the following rights:

1. The Board or the President as its designee shall give notice to such person that the President of the College has recommended his termination; such notice shall set forth the reasons for which the termination has been recommended.

2. Thereafter, at the written request of the person so notified, an informal hearing shall be conducted not sooner than five (5) days following the date on which such notice shall have been received by such person. Any such informal hearing shall be conducted by and before a hearing officer designated by the Board. The person whose termination has been recommended may be represented by a representative of the Association.

3. Thereafter, the hearing officer shall submit a written report to the Board setting forth any finding of fact and his own recommendation, together with the reasons therefor, regarding the disposition of the recommendation of termination.

4. As soon as may be practicable thereafter, the Board shall make such final decision in respect thereof, as it deems appropriate.

5. The provisions of this Section J shall be deemed to be of application to any librarian who, in accordance with the provisions of Section K, is terminable only for just cause; provided, however, that nothing herein contained shall be deemed to diminish the right of any such librarian to be terminated only for just cause.

K. Termination of Certain Librarians Only for Just Cause

Any librarian who, in accordance with the provisions of Section C of Article IX of the agreement made between the Board of Trustees of State Colleges and the Association and dated November 6, 1978, elected not to be eligible for tenure shall be terminable only for just cause. For the purposes of this Section K, the phrase "just cause" shall not be confined in its meaning to the meaning ascribed to it in Article IX of this Agreement. Any such librarian shall be subject to termination only in accordance with the procedures set forth in the foregoing Section J.

The provisions of this Section K shall be of application to any such librarian only from and after the date on which such librarian shall have completed five (5) consecutive years of service at one or more of the State Colleges, whether or not such service commenced before or after the date of execution of this Agreement.

L. Termination of Certain Part-Time Unit Members Only for Just Cause

Any part-time faculty unit member who has served as such and who has held a continuous appointment of one half-time or more for a pro-rata period equivalent to six consecutive years of full-time service shall be terminable only for just cause as defined in Article IX of this Agreement. Any such part-time faculty member shall be subject to termination only in accordance with the procedural provisions provided in Section J of this Article.

M. Review by Chancellor Upon Termination for Just Cause

Notwithstanding any other provision of this Agreement, any member of the bargaining unit who shall have been terminated for just cause pursuant to sections J, K or L of this Article IX may, in addition to the remedies provided in Article XI request that the Chancellor of the Board of Regents review the decision to terminate his employment. In order to initiate such review, the member of the bargaining unit shall address a written request therefor to the Chancellor within fourteen (14) days following his having been notified of his termination. Such request shall set forth a complete statement of the reasons for which he believes that the termination was made without just cause. A copy of such notice shall be provided promptly by such unit member to the President of the Association, the President of the College and the Committee on Employee Relations. The Chancellor may within fourteen (14) calendar days of the receipt of such notice reinstate the unit member upon a finding that such termination was made without just cause. The Chancellor shall do so by notice in writing to the unit member which shall set forth his findings fully and completely. In the event of such notice by the Chancellor, copies shall be provided to the President of the Association, the President of the College and the Committee on Employee Relations.

ARTICLE XX-A - APPOINTMENT AND PROMOTION, MASSACHUSETTS MARITIME ACADEMY

A. Requirements for Eligibility of Maritime Specialists and Adjunct Instructors for Appointment and Promotion at the Massachusetts Maritime Academy

Maritime specialists and adjunct instructors at the Massachusetts Maritime Academy may, in the alternative to the requirements prescribed at Section B (1) of Article XX of the Agreement, be initially appointed at, or promoted to, any rank in keeping with the following requirements. For sound academic reasons, exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees or the President as its designee. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In considering candidates for exceptional appointments or promotions, the Board of Trustees shall pay due regard in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or specialty, or (c) evidence that the discipline or specialty of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

1. Adjunct Instructor

   a. 1) An associate degree from an accredited institution; or

      2) Journeyman-level competence in a specialized field; or

      3) Journeyman-level competence in the marine field; and

   b. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and

   c. Demonstrated potential to fulfill the Applicable evaluation criteria.

2. Instructor

   a. 1) A Second License and a bachelor of science degree from an accredited institution; or

2) A Third License and a master's degree from an accredited institution; or

3) Twenty (20) years of service in the Merchant Marine, not less than ten (10) of which have been sea service on a United States Coast Guard License; and

b. Two years of experience in teaching or professional service in the maritime field;

c. Understanding of the teaching and advising process and the application of teaching and advising strategies in the College setting; and

d. Demonstrated potential to fulfill the applicable evaluation criteria.

3. Assistant Professor

a. 1) A Second License, a bachelor of science from an accredited institution and acceptable graduate study; or

2) A Second License, a bachelor of science degree from an accredited institution and significant experience in the marine field; or

3) A First License, a bachelor of science degree from an accredited institution and acceptable graduate study, or

4) A Top License and a bachelor of science degree from an accredited institution; or

5) Twenty (20) years of service in the Merchant Marine, fifteen (15) years of which have been sea service on a United States Coast Guard License; and

b. Three years of experience in teaching or professional service in the maritime field; and

c. Meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of the Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of the Agreement.

4. Associate Professor

a. 1) A Second License, a master's degree from an accredited institution and acceptable graduate study; or

2) A First License and a master's degree from an accredited institution; or

3) A First License, a bachelor of science degree from an accredited institution and significant experience in the marine field; or

4) Twenty-five (25) years of service in the Merchant Marine, ten (10) years of which have been service on a United States Coast Guard Top License; or

5) Service on a Top License and a bachelor of science degree from an accredited institution; and

b. Six (6) years of experience in teaching or professional service in the maritime field; and

c. Meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with the provisions of Article VIII of the Agreement and by such evaluations conducted in accordance with any procedures in effect prior to the date of execution of the Agreement.

5. Professor

a. 1) A First License, a master's degree from an accredited institution and acceptable graduate study; or

2) Service on a Top License, a bachelor of science degree from an accredited institution and acceptable graduate study; or

3) Twenty-five (25) years of service in the Merchant Marine, fifteen (15) of which have been service on a United States Coast Guard Top License; or

4) A Top License and a master's degree from an accredited institution; and

b. Eight years of experience in teaching or professional service in the maritime field; and

c. Meritorious performance as demonstrated by the candidate's annual evaluations conducted in accordance with any procedures in effect prior to the date of execution of the Agreement.

B. Definitions

For the purposes of the foregoing provisions of this Article

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XXA, the following definitions shall apply:

1. Top License. A Top License shall mean a Master's or a Chief Marine Engineer's license.

2. Engineer Officer's License (Chief; First, Second or Third Engineer). A marine license issued by the United States Coast Guard that has no restrictions as to the waters upon which the engineer may serve, nor subject to any horsepower limitations.

3. Deck Officer's License (Master; First, Second, Third Mate). A marine license issued by the United States Coast Guard for service as a master or mate on ocean vessels, which qualifies the licensee to serve in the same grade on any waters and on any tonnage vessel.

C. Application

Except as provided in this Article XXA, the provisions of Article XX, which are of application to teaching faculty, shall also be of application to all maritime specialists and adjunct instructors at the Massachusetts Maritime Academy.

ARTICLE XXI - DURATION AND EXTENT

A. Duration

This contract shall be in full force and effect from and after, _____________; provided, however, that nothing herein contained shall be deemed to impose on the Board of Regents any obligation the discharge of which may require the expenditure of monies for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as monies so appropriated in the amounts requested by the Board of Regents pursuant to the said Section 7 shall have been allocated to the appropriate accounts of the College; and provided further that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such monies have not been so allocated, and the Board of Regents shall have monies allocable to the discharge of any obligation herein contained and any such monies shall, at the sole discretion of the Board of Regents, have been so allocated, such obligation shall be discharged in such measure as such monies so allocated permit.

If, in respect of this Agreement,

a. The Governor shall have failed to recommend that the General Court appropriate all the monies requested by the Board of Regents to fund the incremental cost items of this Agreement, all as is provided in General Laws Chapter 150E, Section 7, as amended; or

b. The Governor shall have otherwise failed to approve such request of the Board of Regents in accordance with the provision of any other law; or

c. The General Court shall have failed, on or before May 8, 1984, to appropriate the monies so recommended and so requested, whether pursuant to the provisions of the said Section 7 or otherwise; or

d. The monies so requested or approved and so appropriated shall not have been allocated to the appropriate accounts of each College by May 15, 1984, the Association shall have the right, upon thirty (30) days' written notice to the Board of Regents, to require that the parties to this Agreement shall resume collective bargaining pursuant to the provisions of General Laws Chapter 150E; provided, however, that whenever such notice shall have been duly given, this Agreement shall be null and void and shall be of no force and effect from and after the date on which such notice shall have effect.

Except as is hereinbefore provided, this Agreement shall expire at midnight of June 30, 1986. The parties hereby agree to commence negotiations for a successor agreement not later than January 15, 1986.

B. Extent

The Board of Regents and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board of Regents and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement; nor shall any duty or responsibility not required or permitted as of the date of execution of this Agreement be added to the workload or be assigned to any unit member without prior consultation with the local Chapter President and negotiation with the Association, if so requested by the President of the Association.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof regarding the impact on the terms and conditions of service of any member or members of the bargaining unit caused by any decision of the Board of Regents or its successor in interest or by the enactment of law to close any college or to merge any college with any other educational institution.

The Parties expressly agree that the provisions of this Section B are not intended, nor are they to be deemed, to vest in the Association any right to initiate negotiations concerning any matter, except as hereinbefore provided; nor are they to be construed to be a maintenance of standards clause grandfathering all past practices.

ARTICLE XXII - AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, effective June 29, 1983, every member of the bargaining unit who is not also a member of the Association shall pay or, by payroll deduction, shall have paid to the said Association an agency service fee that shall be one hundred percentum (100%) of the then current rate of dues payable by a member of the said Association; provided, however, that no such payment or deduction shall include any amount that represents a cost not related to collective bargaining and contract administration, all as is required by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such Rules and Regulations have been promulgated, and as they may be amended from time to time, by the Labor Relations Commission. Such fee so required to be paid shall be payable on or before the thirtieth (30th) day next following the beginning of employment of such member of the bargaining unit or on or before the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction if so authorized pursuant to an Agency Service Fee Deduction Authorization as set forth in Appendix K of this Agreement; provided, however that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions of this Agreement to the contrary notwithstanding every unit member who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Board with effect no later than the end of the semester during which the Board shall have acted to dismiss him in accordance with the provisions of this Article XXII; provided, however, that such dismissal shall be effected by notice promptly issued by the Board or its designee to such unit member within fourteen (14) days after the Association shall have notified the President that such unit member has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such unit member fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days, the Board or its designee shall grant such unit member such opportunity to respond to the said notice as the Board may from time to time prescribe for the purposes of this provision.

Upon request of the Board the Association President shall certify in writing that the said Association has complied with the applicable rules and regulations promulgated by the Massachusetts Labor Relations Commission for the payment of an agency service fee.

Whenever such unit member shall not have fulfilled the condition within the prescribed time periods provided above, the Board or its designee shall act to dismiss him following the expiration of the time period provided above; provided, however, that the Board or its designee need not so act if such unit member fulfills the said condition prior to the date of such meeting.

Copies of all correspondence between the Board or its agents and the said unit member shall be simultaneously forwarded to the President of the Association.

The provisions of Article XX Section (M) shall not be of application to this Article.

Any board or any person or body authorized to act on behalf of any such board shall, when complying with the provisions of this Article, be indemnified by the Association from any action which may arise, when such person or body so authorized relies upon the the written certification of the President of the Association that it has complied with the applicable regulations of the said Labor Relations Commission governing the payment of an agency service fee.

ARTICLE XXIII - CREDIT UNION DEDUCTION

Upon not less than sixty (60) days prior written notice to the President of a College or his designee, there shall be deducted from the monthly salary of any unit member the amount of money specified in such notice, for the purchase of shares in, making of deposits to, or repaying of any loan from, any credit union organized under appropriate provisions of law by the Association and /or an affiliate. Any written authorization may be withdrawn by the unit member by submitting a written notice of withdrawal to the President of the College and the treasurer of the credit union sixty (60) days in advance of the desired cessation of payroll deduction. Every such notice, including any notice of withdrawal, shall be given on the form appended hereto as Appendix L.

ARTICLE XXIV - SUCCESSORS AND ASSIGNS

To the extent that the same is permitted by law, any successor in interest to the Board of Regents or any Board of Trustees shall be bound by and shall assume all the rights, duties and obligations of said boards as if such successor in interest were a named party and signatory to this Agreement.

ARTICLE XXV - SAVING CLAUSE

If it shall have been adjudicated that any of the provisions of this Agreement in any manner conflict with or contravene any Federal Law or Statute, any Law or Statute of the Commonwealth of Massachusetts or any rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

Upon request of either party, the parties shall meet not later than ten (10) days following such adjudication for the purpose of negotiating with respect to the provision or provisions so deemed invalid.

This Agreement executed this

Board of Regents
of Higher Education

By____________________________
Chancellor, Board of Regents

By____________________________
Vice Chancellor/
Director of Employee Relations,
Board of Regents

By____________________________
Chairperson of the Council
of Presidents

Massachusetts Teachers
Association/NEA
Massachusetts State College
Association

By____________________________
Massachusetts Teachers
Association/NEA

By____________________________
President, MSCA

APPENDIX A-1

Continuing Scholarship Criterion Selection: Faculty
(Including Maritime Specialists and Campus School Teachers)

DIRECTIONS

Indicate with a check (✓) those continuing scholarship areas upon which you wish to be evaluated during the academic year 19__-19__. You must check at least one area under both I and II.

I. Contributions to the content and pedagogy of the discipline by

A. _____ Participation in and contributions to the improvement and development of academic programs or academic services of the college.

B. _____ Artistic or other creative activites (where applicable).

II. Additional Contributions

A. _____ Membership or participation in or contribution to professional organizations and societies.

B. _____ Research as demonstrated by published or unpublished work.

C. _____ Relevant graduate study (including work toward the terminal degree for those without the termial degree or relevant post graduate study for those with the terminal degree).

______________________	______________
Signature	Date Submitted

APPENDIX A-2

Continuing Scholarship Criterion Selection: Librarians

Indicate with a check (✓) those continuing scholarship areas upon which you wish to be evaluated during the academic year 19__-19__. You must be evaluated on I, and you must check at least one area under II.

I. Continuing Scholarship (Required)

__✓__ Contributions to the content and pedagogy of the discipline as indicated by the participation in and contributions to the improvement and development of library programs or library services at the college.

II. Additional Contributions

A. _____ Membership or participation in or contribution to professional organizations and societies.

B. _____ Research as demonstrated by published or unpublished work.

C. _____ Relevant graduate study (including work toward the terminal degree for those without the terminal degree or relevant post graduate study for those with the terminal degree).

______________________________ Signature

______________________________ Date Submitted

APPENDIX B

COMPREHENSIVE RÉSUMÉ

Faculty Member ________________ College ____________________

Campus School Teacher _____________________

Librarian _____________________ Date _______________________

Use this checklist to indicate what materials are included in this résumé.

_____1. Official transcripts of additional course work completed since the last evaluation.

_____2. Progress reports from authorities supervising or directing advanced study (when appropriate).

_____3. Bibliography of published works.

_____4. Documentation of other professional activities.

Please attach to this form an updated comprehensive résumé.

APPENDIX C-1

STUDENT EVALUATION PROCEDURES

Before the end of each academic semester, all faculty members, in respect of every course or section taught by them, shall be evaluated by the students of those courses and sections as to their classroom effectiveness and as to the courses taught by them. Thereafter, on an annual basis, the Department Chairpersons shall obtain such evaluations.

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No person shall administer forms to his own classes. They shall be administered by the Department Chairperson or his designee at a time arranged with the faculty member concerned.

b. The person administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not apppropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The person administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him by students.

d. The faculty member shall not be present during the evaluation process.

e. The person administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his classes.

APPENDIX C-2

MASSACHUSETTS STATE COLLEGE SYSTEM

STUDENT INSTRUCTIONAL RATING FORM FOR A LECTURE COURSE

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS CLASS AND ITS INSTRUCTOR. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN STUDENT COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

Every faculty member shall be evaluated annually by students. The Department Chairperson shall obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty, which evaluations shall be obtained in respect of every course taught by each faculty member.

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No person shall administer forms to his own classes. They shall be administered by the Department Chairperson or his designee at a time arranged with the faculty member concerned.

b. The person administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The person administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him by students.

d. The faculty member shall not be present during the evaluation process.

e. The person administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his classes.

For each item, respond by marking the space through the appropriate category of the key:

e.g., SA A N D SD NA

Some of these items may not pertain to the courses that you are rating. For example, if there were no assigned readings in this course, that item would not be relevant. In all such cases, check the response NA - Not Applicable. Respond to the items using the key at right. Mark your responses with a PENCIL.

KEY:

SA - Strongly Agree

A - Agree

N - Neither Agree or Disagree

D - Disagree

SD - Strongly Disagree

NA - Not Applicable

A. CLASSROOM INSTRUCTION:

KEY:	SA	A	N	D	SD	NA
1. The instructor seemed to be concerned with whether the students learned the material. . . .						
2. You felt that this course challenged you intellectually. . . .						
3. You have become more competent in this area due to this course. . .						
4. The instructor encouraged students to express opinions.						
5. The instructor appeared receptive to new ideas and other's viewpoints.						
6. The student had an opportunity to ask questions.						
7. The instructor generally stimulated class discussion						
8. The instructor attempted to cover too much material.						
9. You generally found the coverage of topics in the assigned readings relevant to the course content . . .						
10. The instructor appeared to relate the course concepts in a systematic manner						
11. The course was well organized. . . .						
12. The instructor meets scheduled classes regularly.						

KEY:	SA	A	N	D	SD	NA
13. The instructor grades and returns assignments and examinations within a reasonable time.						

DO NOT WRITE BELOW THIS LINE UNLESS THIS COURSE HAS LABORATORY OR RECITATION SECTIONS WHICH HAVE BEEN TAUGHT BY THE SAME INSTRUCTOR WHO HAS BEEN RATED ABOVE AS THE COURSE INSTRUCTOR.

LABORATORY OR RECITATION SESSIONS:

KEY:	SA	A	N	D	SD	NA
14. The laboratory or recitation instructor clarified lecture material.						
15. The laboratory or recitation instructor adequately prepared you for the material covered in his/her section						

ACADEMIC ADVISING:

16. I met or attempted to meet with my advisor during posted office hours. ________Yes ______No. (If yes, continue with question 17, if no to go question 22)

KEY:	SA	A	N	D	SD	NA
17. The instructor was available for advising during his posted office hours						
18. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours						
19. This instructor was helpful in clarifying material covered in this course during advising sessions . .						
20. The instructor helped me deal with any special difficulties I may have had with the material covered in this course						
21. The instructor was helpful in providing general academic advice. . .						

D. STUDENT BACKGROUND:

22. Select the most appropriate alternative response.

23. Was this course required in your degree program? 23. ( )Yes ( )No

24. Was this course recommended to you by another student? 24. ( )Yes ( )No

25. How many other courses have you had in this department?
a) none b) 1-2 c) 3-4 d) 5-6
e) 7 or more
25. a)__b)__c)__d)__e)__

26. Instructor may insert two (2) items in this space relative to student background . . . . KEY:

SA	A	N	D	SD	NA

Instructor may insert three (3) items (27,28,29) relative to the teaching of this course

	SA	A	N	D	SD	NA
27,						
28 .						
29.						

Do not write below this line unless this course has laboratory or recitation sections which have been taught by the same instructor who has been rated above as the course instructor.

Instructor may insert two (2) items (30,31) relative to the laboratory experience of this course.

	SA	A	N	D	SD	NA
30.						
31.						

APPENDIX C-3

STUDENT INSTRUCTIONAL RATING FORM - LABORATORY

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS LABORATORY COURSE AND ITS INSTRUCTOR. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN STUDENT COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

Every faculty member shall be evaluated annually by students. The Department Chairperson shall obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty, which evaluations shall be made on forms attached hereto as Appendix C, Form II. Before the end of each academic semester, such evaluations shall be obtained in respect of every course taught by each faculty member.

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No person shall administer forms to his own classes. They shall be administered by the Department Chairperson or his designee at a time arranged with the faculty member concerned.

b. The person administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The person administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him by students.

d. The faculty member shall not be present during the evaluation process.

e. The person administering the evaluation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his classes.

For each item, respond by marking the space through the appropriate category of the key:

e.g., SA A N D SD NA

Some of these items may not pertain to the laboratory courses you are rating. In all such cases, check the response NA - Not Applicable. Respond to the items using the KEY at right. Mark your responses with a PENCIL.

KEY:

SA - Strongly Agree
A - Agree
N - Neither Agree or Disagree
D - Disagree
SD - Strongly Disagree
NA - Not Applicable

A. LABORATORY INSTRUCTION:

KEY:	SA	A	N	D	SD	NA
1. The instructor seemed to be concerned with whether the students learned the material . . .						
2. You have become more competent in this area due to this laboratory class						
3. The student had an opportunity to ask questions						
4. The course was well organized . . .						
5. The instructor meets scheduled laboratory classes regularly. . . .						
6. The instructor grades and returns assignments and examinations within a reasonable time						
7. The laboratory instructor clarified lecture material						
8. The laboratory instructor adequately prepared you for the material covered in his/her section						

B. ACADEMIC ADVISING

9. Did you meet or attempt to meet with your instructor during posted office hours? If "Yes" continue with question 10, if "No", skip to question 15. Yes _____ No _____.

KEY:	SA	A	N	D	SD	NA
10. The instructor was available for advising during his posted office hours.						
11. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours.						
12. The instructor was helpful in clarifying material covered in this course during advising sessions.						
13. The instructor helped me deal with any special difficulties I may have had with the material covered in this course.						
14. The instructor was helpful in providing general academic advice .						

C. STUDENT BACKGROUND

Select the most appropriate alternative response.

15. Was this laboratory course required in your degree program? . . . . . . ( ) Yes ( )No

16. How many other laboratory courses have you had in this department? a) none b) 1-2 c) 3-4 d) 5-6 e) 7 or more . . . . a)_ b)_ c)_ d)_ e)_

	SA	A	N	D	SD	NA
17. Instructor may insert two (2) items related to student background.						
18.						

	SA	A	N	D	SD	NA
19. Instructor may insert two (2) items in this space relative to the laboratory experience						
20.						

APPENDIX C-4

STUDENT INSTRUCTIONAL RATING FORM
FOR NON-LECTURE COURSES

THIS IS YOUR OPPORTUNITY TO EVALUATE THIS COURSE AND ITS INSTRUCTOR. PLEASE BEAR IN MIND THAT THIS IS A SERIOUS MATTER WHICH GIVES EACH OF YOU A CHANCE TO EXPRESS A THOUGHTFUL OPINION. THE RESULTS OF THE QUESTIONNAIRE WILL BECOME A PART OF THE TOTAL EVALUATION PROCESS FOR THE FACULTY OF YOUR COLLEGE AND WILL BE PLACED IN THE PERSONNEL FILE OF THIS FACULTY MEMBER. YOUR FAIR-MINDED RESPONSE WILL BE APPRECIATED. INDIVIDUAL WRITTEN STUDENT COMMENTS ARE PROHIBITED ON STUDENT EVALUATION FORMS.

Every faculty member shall be evaluated annually by students. The Department Chairperson shall obtain student evaluations of the classroom effectiveness and of the courses taught by each member of the faculty, which evaluations shall be made on forms attached hereto as Appendix C, Form III. Before the end of each academic semester, such evaluations shall be obtained in respect of every course taught by each faculty member.

The following procedures shall be followed in administering the evaluation form for purposes of obtaining student evaluations:

a. No person shall administer forms to his own classes. They shall be administered by the Department Chairperson or his designee at a time arranged with the faculty member concerned.

b. The person administering the evaluation forms shall distribute the forms to the students, explain their use, indicate that written comments are not appropriate, and collect them when the forms are returned. The faculty member shall not see them until grades have been submitted.

c. The person administering the evaluation forms shall, at the time of their administration, note (1) the class enrollment and (2) the number of evaluation forms returned to him by students.

d. The faculty member shall not be present during the evaluation process.

e. The person administering the valuation forms shall deliver them to the Chairperson of the Department who shall store them until after the faculty member has submitted final grades for his classes.

This section of the evaluation is to be completed by students who are enrolled in non-lecture courses. Indicate the category which applies to you.

1. Student Teacher Supervision. . . . . . ☐
2. Physical Education Activities Courses . ☐
3. Studio.(creative and performing arts). . . . ☐
4. Shop. . . . . ☐
5. Critique (only applies to Massachusetts College of Art) ☐
6. Cooperative Education. . . . . ☐
7. Field Work Supervision - Internship - Practicum. . . . . ☐
8. Directed Study - Independent Study Supervision . . . . ☐
9. Nursing Clinical Supervision. . . . . . ☐
10. Other (Explain) __________
__________________________ . . . . ☐

Evaluate the performance of the faculty person who supervised the educational experience which you have checked above by answering the following questions. Respond by using the KEY at right. Mark your responses with a PENCIL.

KEY:

SA - Strongly Agree

A - Agree

N - Neither Agree nor Disagree

D - Disagree

SD - Strongly Disagree

NA - Not Applicable

A. NON-LECTURE SUPERVISION

KEY:	SA	A	N	D	SD	NA
1. You have become more competent in this area due to this experience.						
2. Your college supervisor was concerned with making your experience a successful one.						

KEY:	SA	A	N	D	SD	NA
3. Your college supervisor was sensitive to your needs and problems						
4. Suggestions made by your college supervisor were helpful and constructive						
5. Your college supervisor encouraged you to try a variety of methods and materials						
6. Your college supervisor made a sufficient number of visitations (when applicable)						
7. Your college supervisor allowed sufficient time for meaningful conferences (when applicable)						
8. Your college supervisor set up means whereby you could communicate directly with him or her (when applicable)						
9. The college supervisor's communication and interaction with the host agency was beneficial to you (when applicable)						
10. The written assignments required by your college supervisor were helpful and relevant, (when applicable)						
11. Your college supervisor was helpful in providing general academic advice						

B. ACADEMIC ADVISING:

12. I saw or attempted to see the instructor during posted office hours. Yes _____ No _____ (if "yes" continue with question 13, if "no" skip to question 18.)						
13. The instructor was available for advising during posted hours						
14. The instructor expressed a willingness to schedule appointments for advising at other than posted office hours						
15. The instructor was helpful in clarifying material covered in this course during advising sessions						
16. The instructor helped me deal with any special difficulties I may have had with the material covered in this course						

KEY:	SA	A	N	D	SD	NA
17. The instructor was helpful in providing general academic advice.						

Instructor may add five (5) questions in this space relative to the course.

18.						
19.						
20.						
21.						
22.						

APPENDIX D-1

CHAIRPERSON OR VICE PRESIDENT CLASSROOM VISITATION FORM

Faculty Member's Name ____________________ ____________________

College ________________________________

Date of Visitation ____________________ Dept. ______________

Tenure ______ Non-Tenure _____

For each item, respond by marking the space through the appropriate category of the key. Mark your response in INK.

KEY:

SA - If you strongly agree with the statement

A - If you agree with the statement

N - If you neither agree nor disagree

D - If you disagree with the statement

SD - If you strongly disagree with the statement

NA - Not applicable

KEY:	SA	A	N	D	SD	NA
1. The instructor seemed to be concerned witn whether the students learned the material. . . .						
2. The instructor encouraged students to express opinions						
3. The instructor appeared receptive to new ideas and others' viewpoints.						
4. The student had an opportunity to ask questions						
5. The instructor generally stimulated class discussion.						
6. The instructor attempted to cover too much material						
7. The instructor appeared to relate the course concepts in a systematic manner						

KEY:	SA	A	N	D	SD	NA
8. The class was well organized						

ADDITIONAL REMARKS (OPTIONAL).

This is to certify that I have read this document.

Department Chairperson or Vice President

Faculty Signature

Date

APPENDIX D-2

Department Chairperson or Ad Hoc Committee Evaluation of Faculty Members

Name_____________________________ Department______________________

Date of Last Evaluation_______ College__________________________

Date of This Evaluation_______

DIRECTIONS:

Evaluate each faculty member on items A through D, (include E, F and G where appliciable).

On C, Continuing Scholarship, evaluate each faculty member only on those areas selected by the faculty member. Please attach Criteria Selection forms completed and submitted since the last evaluation of the faculty member.

CRITERIA:

A. Teaching Effectiveness (Article VIII, A, 1, a)

B. Academic Advising (Article XII, A, 3)

C. Continuing Scholarship (Article VIII, A, 1, c)

D. Alternative Responsibilities (Article VIII, A.1.d; Article XII, D; Article XIV)

E. Effectiveness in correcting or disciplining students when necessary (for academic faculty at the Massachusetts Martime Academy only) (Article XIIIB A.i and A.3.d)

F. Maintenance of a proper uniform (for Maritime Specialists at the Massachusetts Maritime Academy only) (Article VIIIB A.2.b and A.3.d)

G. Contributions to Maritime training and Shipboard Operations (for Maritime Specialists at the Massachusetts Maritime Academy only) (Article VIIIB A.2.c)

________________________ __________

Signature of Department Chairperson Date

This is to certify that I have read this evaluation

or

________________________ __________ ______________________ __________

Signature of Committee Chairperson Date Signature of Faculty Member Date

---

If a Committee, list the names of the members of that Committee:

(TO BE FILED IN BY CHAIRPERSON OF THE COMMITTEE):

____

____

____

____

____

Names of Committee Members

Record of votes case, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

__________________ ____________

(For) (Against) Date of Vote

VOTE

APPENDIX D-3

DEPARTMENT CHAIRPERSON REVIEW OF TENURED FACULTY
(NON-PERSONNEL ACTION)

NAME_____________________________ DEPARTMENT________________

DATE OF THIS REVIEW________________ COLLEGE__________________

Directions:

In accordance with the provisions of Article VIII, Section B. 2, any tenured member of the bargaining unit who has not been evaluated pursuant to the provisions of Article VIII, Section A, and sub-Sections B.1, B.2.a or B.2.b. during the term of this Agreement shall have a review of his performance conducted by the Department Chairperson during the first semester of the academic year 1985-1986. Review materials shall consist of the following:

i. Student evaluations
ii. An updated resume
iii. Additional evaluation reports for equivalent non-teaching duties including the department chairmanship, the coordination of laboratory experiences, in-service work with groups in the state, and work in program and curriculum development.
iv. Course documents

In addition, at the Massachusetts Maritime Academy only, the Department Chairperson shall also review the following:

v. Effectiveness in correcting or disciplining students
vi. Maintenance of a proper uniform
vii. Contributions to Maritime Training and Shipboard Operations

Please review each such faculty member and complete the certification below:

I Certify that the tenured faculty member named above has been reviewed and is performing in a ________________ (Satisfactory/Unsatisfactory) manner.

________________________________ ______________
Signature of Department Chairperson Date

This is to certify that I have read this review.

________________________________ ______________
Signature of Faculty Member Date

APPENDIX D-4

DEPARTMENTAL ACADEMIC PERFORMANCE AWARD

DEPARTMENT ____________________ COLLEGE ____________________

I certify that the following bargaining unit members are eligible and have performed satisfactorily during the preceding work year and thus are entitled to a Departmental Academic Performance Award.

1.
2.
3.
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40.

____
Signature of Departmental
Chairperson/Director
Library/Chairperson,
Library/Principal,
Campus School.

____
Date

APPENDIX D-5

DEPARTMENTAL EVALUATION OF CHAIRPERSON

Name ______________________ Date of Evaluation __________

Rank ______________________ Department ______________

Directions:

Evaluate the Department Chairperson's responsibilities (reference Article VI, Section A) with regard to:

Legend:
S(Superior)
A(Adequate)
IA(Inadequate)
NA(Not Applicable)

KEY:	S	A	IA	NA
1. Providing for scheduling of courses and classes				
2. Providing for arranging of faculty schedules				
3. Providing for independent, intra-departmental and inter-disciplinary learning programs . . . . . . (where applicable)				
4. Providing for Student Practica . . . . . . (where applicable)				
5. Providing for fieldwork and internships. (where applicable)				
6. Providing for faculty research.				
7. Providing for other student and faculty activities				
8. Making recommendations to the curriculum structure within the department				
9. Insuring student accessibility to Department courses				
10. Assisting in the recruitment of faculty in the department				
11. Participation in the evaluation of faculty in accordance with the provisions of Article VIII of the Agreement				

KEY:	S	A	IA	NA
12. Submitting requests for supplies, equipment, library holdings and other needs				
13. Maintaining communication with students, prospective students and other faculty at the college relative to departmental matters				
14. At the commencement of each academic semester, posting a list of all registered majors within the department (where applicable)				
15. At the commencement of each academic semester posting a list of all minors in the department (only if no major exists and where applicable)				
16. Meeting regularly with the Vice President or his designee and from time to time with members of the Department and with the appropriate departmental committees in order to coordinate the interaction of departmental programs and activities and to facilitate the discharge of the responsibilities set forth in Article VI, Section A of this Agreement				
17. Providing for academic advising activities within the department				
18. Assigning student advisees to members of the faculty of the department				
19. Operating and monitoring the advising program of the department				
20. Evaluating each member of the department with respect to the quality of advising as it is rendered by that departmental member to students				
21. Serving on any boards and/or commissions (at the Massachusetts Maritime Academy only)				

KEY:	S	A	IA	NA
22. Advising faculty of the receipt of any substantive complaint by a student or faculty member which may affect the employment status of the faculty member.				

23. Additional Remarks (Optional)

Signature of Committee Chairperson

Date

This is to certify that I have read this Document

Signature of Department Chairperson

Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

Names of Committee Members

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For) (Against)

VOTE

Date of Vote

APPENDIX E-1

DIRECTOR, LIBRARY, OR CHAIRPERSON, LIBRARY, OR AD HOC COMMITTEE

EVALUATION OF LIBRARIAN

Name ____________________ Department ____________________

Date of Last Evaluation ______________ College ______________

Date of This Evaluation ______________

Directions:

1. Evaluate each Librarian on items A through E (Article VIII, A.2.a-e),
2. On C., Continuing Scholarship, evaluate each librarian only on those areas selected by the Librarian. Please attach Criteria Selection Forms completed and submitted since the last evaluation of the Librarian.

Criteria: (Article VIII, A.2.a-e).

A. Effectiveness in performing assigned responsibilities within the library.

B. Rendering assistance to students, faculty and the academic community.

C. Continuing Scholarship.

D. Other professional activities.

E. Alternative Responsibilities.

Signature of Director, Library
Chairperson, Library

Date

This is to certify that I have read this evaluation

Signature of Committee Chairperson

Date

Signature/Librarian

Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

Names of Committee Members

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For) (Against)

Date of Vote

APPENDIX E-2

MASSACHUSETTS STATE COLLEGE SYSTEM

EVALUATION OF ADJUNCT INSTRUCTORS
MASSACHUSETTS MARITIME ACADEMY

Name ______________________________ Department ____________________

Date of Last Evaluation ________

Date of This Evaluation ________

Directions:

1. Evaluate each adjunct instructor on items A through E (Article VIII-B A. 3. a-e)

CRITERIA: (Article VIII-B A. 3. a-e)

A. Teaching/Training Effectiveness

B. Assistance to Students

C. Maintenance of a proper uniform

D. Effectiveness in correcting or disciplining students when necessary

E. Other Professional Activities

Signature of Department Chairperson — Date

or

Signature of Committee Chairperson — Date

This is to certify that I have read this evaluation

Signature of Faculty Member — Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

Names of Committee Members

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For) (Against) VOTE — Date of Vote

APPENDIX F-1

PRINCIPAL OF CAMPUS SCHOOL CLASSROOM VISITATION FORM

Faculty Member's Name ______________________________

Tenured _____ Non-Tenured _____

Campus School ____________________________ College ______________________

Date of Visitation ____________________

I. MANDATORY OBSERVATIONS OF THE LESSON

A. INSTRUCTIONAL MODE

B. USE OF MATERIALS

C. INTERACTION:

1. Pupil-pupil

2. Pupil-teacher

3. Teacher-pupil

II. OTHER OBSERVATIONS OF THE LESSON

PRINCIPAL OF CAMPUS SCHOOL CLASSROOM VISITATION FORM **APPENDIX F-1 - Page 2**

III. CONFERENCE:

a. Evaluator Comments

b. Evaluatee Comments

Signature of Principal ______ Date ______

This is to certify that I have read this evaluation.

Campus School Faculty Member ______ Date ______

APPENDIX F-2

PRINCIPAL OR PEER EVALUATION COMMITTEE FORM FOR CAMPUS SCHOOL TEACHERS

Name ______________________ Department ________________

Date of Last Evaluation _______ College ___________________

Date of This Evaluation _______

Directions:

Evaluate each campus school teacher on Items A through D. On B, Continuing Scholarship, evaluate each campus school teacher on only those areas selected by the teacher. Please attach Criteria Selection Forms completed and submitted since the last evaluation of the campus school teacher.

CRITERIA: (Article VIII A. 1. a, c, d, e; VIII-C. 1.)

A. Teaching Effectiveness

B. Continuing Scholarship

C. Other Professional Activities

D. Alternative Responsibilities

Signature of Principal   Date

or

This is to certify that I have read this evaluation

Signature of Committee Chairperson   Date

Signature of Faculty Member   Date

If a Committee, list the names of the members of that Committee:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

Names of Committee Members

Record of votes cast, if any:

(TO BE FILLED IN BY CHAIRPERSON OF THE COMMITTEE):

(For) (Against) Date of Vote
VOTE

APPENDIX G

VICE PRESIDENT, ACADEMIC AFFAIRS EVALUATION AND RECOMMENDATION

COLLEGE: ____________________

☐ Faculty Member: ____________________ Dept. ____________________

☐ Librarian: ____________________ Dept. Area ____________________

☐ Campus School Teacher: ____________________ Grade or Dept. ____________________

☐ Adjunct Instructor: ____________________ Area or Dept. ____________________

☐ Maritime Specialist: ____________________ Area or Dept. ____________________

RECOMMENDATION:

____________________ ________
Signature of Vice President, Academic Affairs Date

This is to certify that I have read this evaluation

____________________ ________
Signature Date

APPENDIX H

STUDENT INFORMATIONAL QUESTIONNAIRE ON DEPARTMENTAL ACADEMIC ADVISING

(For the use of the departmental curriculum committee only)

1. Class: Freshman ☐ Sophomore ☐ Junior ☐ Senior ☐
   Graduate ☐

2. Major: ____

3. How many advising sessions, including telephone contacts, have you had with your advisor during this academic year?

   None _____ One _____ Two _____ Three-Five _____

   Five-Ten _____ More than Ten _____

4. How much time did you spend in those sessions on the average?

   Less than 15 minutes _____ 15 minutes to 30 minutes _____

   30 minutes to one hour _____ More than one hour _____

Please check the box on each of the following scales which most nearly describes your experience with your present advisor. Each scale has five boxes which represent the various levels between the two extremes.

5. I have been able to visit with my advisor when I needed to.
   Almost Always ☐ ☐ ☐ ☐ ☐ Rarely — Not Applicable to me ☐
   1 2 3 4 5

6. I have been able to spend as much time with my advisor as I needed.
   Almost Always ☐ ☐ ☐ ☐ ☐ Rarely — Not Applicable ☐
   1 2 3 4 5

7. Information from my advisor has helped me select courses.
   Very much so ☐ ☐ ☐ ☐ ☐ Not at all — Not Applicable ☐
   1 2 3 4 5

8. My advisor's information about programs has helped me clarify my college plans.
   Very much so ☐ ☐ ☐ ☐ ☐ Not at all — Not Applicable ☐
   1 2 3 4 5

9. My advisor's information about career opportunities has helped me clarify my career goals.
   Very much so ☐ ☐ ☐ ☐ ☐ Not at all — Not Applicable ☐
   1 2 3 4 5

10. Information from my advisor has clarified or simplified college requirements or procedures (e.g., degree requirements, drop/add, registration, etc.).

Very much so				Not at all	Not Applicable
☐	☐	☐	☐	☐	☐
1	2	3	4	5	

11. I have obtained helpful information from my advisor about resources and services on campus (e.g., student services, counseling, financial aid, etc.).

Very much so				Not at all	Not Applicable
☐	☐	☐	☐	☐	☐
1	2	3	4	5	

12. As appropriate, advisor places final responsibility for making decisions on me.

Strongly Agree				Strongly Disagree	Not Applicable
☐	☐	☐	☐	☐	☐
1	2	3	4	5	

13. How would you rate your overall advising experience with your present advisor?

Extremely Positive				Extremely Negative	Not Applicable
☐	☐	☐	☐	☐	☐
1	2	3	4	5	

14. For what purposes do you or would you like to use an advisor? Rank the three most important purposes by placing a (1) before the most important, a (2) before the next most important, etc.

a. ____ Discussing a course you are taking
b. ____ Career planning
c. ____ Selecting courses for your schedule
d. ____ Information about college requirements and/or procedures
e. ____ Choosing a major
f. ____ Getting a signature
g. ____ Personal concerns
h. ____ Information about college services or resources
i. ____ Discussing your grades or academic performance
j. ____ Information about your skills, abilities, potential, etc.
k. ____ Other (specify)

Up to five additional questions (if provided by the Department Chairperson)

	SA	A	N	D	SD	NA
15.						
16.						
17.						
18.						
19.						

Please feel free to make any additional comments or suggestions about academic advising.

Note: Do not state the name of your advisor/advisors. Specific reference to individual faculty names will invalidate this form.

HOLD

APPENDIX I

LIST OF ARBITRATORS

1. Professor David R. Bloodsworth
   Assistant Director of Labor Relations Center
   University of Massachusetts
   Amherst, Massachusetts

2. William J. Fallon, Esquire
   36 Florence Avenue
   Arlington, Massachusetts

3. Dr. Thomas Kennedy
   Babson College
   Babson Park
   Wellesley, Massachusetts

4. Professor John Conlon
   University of Massachusetts
   Amherst, Massachusetts

5. Professor Abraham Siegel
   Sloan School of Management
   Massachusetts Institute of Technology
   Cambridge, Massachusetts

6. Marcia L. Greenbaum
   Apple Street
   Essex, Massachusetts

7. Mark Grossman, Esquire
   7 Hay Road
   Newton, Massachusetts

8. James S. Cooper, Esquire
   Arbitration, Mediation, Fact Finding
   38 Newbury Street, Suite 408
   Boston, Massachusetts 02116

9. Alexander MacMillan, Esquire
   570 Main Street
   Hingham, Massachusetts 02043

10. Professor Archibald Cox
    Harvard Law School
    Harvard University
    Cambridge, Massachusetts

11. Phillips Axten, Esquire
    Nutter, McClennen, and Fish
    600 Atlantic Avenue
    Boston, Massachusetts 02210

APPENDIX J

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Regents of Higher Education:

I hereby authorize and direct the Board of Regents of Higher Education, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified by the Massachusetts Teachers Association/NEA as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Massachsetts Teachers Association/NEA.

In consideration of the above described service rendered by the Board of Regents of Higher Education, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Regents of Higher Education, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me, upon sixty (60) days' written notice, to the Massachusetts Teachers Association/NEA and the Board of Regents of Higher Education, and the revocation will become effective upon the sixtieth (60th) day, or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee, and that no partial deduction will be made.

____
EMPLOYEE SIGNATURE

Date of Notice:______________________

Social Security Number:__________________

____
Position Title

$_____________________________
Annual Salary

____
Last Name First Middle (Print)

____
Address

APPENDIX K

AGENCY SERVICE FEE DEDUCTION AUTHORIZATION

To the Board of Regents of Higher Education:

I hereby authorize and direct the Board of Regents of Higher Education, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount certified in the Agreement between the Massachusetts Teachers Association/NEA and the Board of Regents of Higher Education as the rate of agency service fee. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Massachusetts Teachers Association/NEA.

In consideration of the above described service rendered by the Board of Regents of Higher Education, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Regents of Higher Education, its members, officers, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days' written notice to the Masschusetts Teachers Association/NEA and the Board of Regents of Higher Education, and the revocation will become effective upon the sixtieth (60th) day or upon termination of my employment. It is understood that this service shall be limited to a deduction for one employee organization for any individual employee and that no partial deduction will be made.

____
EMPLOYEE SIGNATURE

Date of Notice: ______________________

Social Security Number: __________________

____
Position Title

$_____________________________
Annual Salary

____
Last Name First Middle (Print)

____
Address

This form is null and void for any member of the Association.

APPENDIX L

MASSACHUSETTS TEACHERS ASSOCIATION CREDIT UNION

PAYROLL DEDUCTION AUTHORIZATION

To the Board of Regents of Higher Education:

I hereby authorize and direct the Board of Regents of Higher Education, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount listed below as the amount of the deduction from my wages each payroll period. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Massachusetts Teachers Association Credit Union.

In consideration of the above described service rendered by the Board of Regents of Higher Education, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Regents of Higher Education, its members, officers, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days' written notice to the Board of Regents of Higher Education, and the revocation will become effective upon the sixtieth (60th) day of such prior notice or upon termination of my employment.

I have authorized the Board of Regents of Higher Education to deduct $__________ from my wages each payroll period. The deductions are to begin ______________. 19___. The amount deducted is to be applied as follows:

DEPOSIT: $____________ LOAN PAYMENT: $____________

____

____

PLEASE PRINT-LAST NAME FIRST NAME MIDDLE INITIAL ACCT. NO.

____

SIGNATURE DATE

____

ADDRESS SOCIAL SECURITY #

____

POSITION TITLE

APPENDIX M

MSCA BOARD PERSONNEL CALENDAR 1984-1985 (1985-1986)

(Actions Must Be Taken No Later Than The Dates Indicated)

Personnel Action	Submission By Faculty Member To Dept. Chair/ Director, Library		Submission By Dept. Chair/ Director, Library to VP Academic Affairs		Submission By Ad Hoc Eval. Com. to VP , Academic Affairs (if applicable)		Submission By VP, Academic Affairs and Special Committee on Tenure to President		Submission By President To Trustees (When Required)	
Academic Year	84-85	(85-86)	84-85	(85-86)	84-85	(85-86)	84-85	(85-86)	84-85	(85-86)
Promotion (1,2,3,4) (See Footnotes below)	9/14	(9/13)	10/26	(10/25)	11/21	(11/22)	3/15	(3/14)	3/29	(3/28)
Tenure (1,4)	9/14	(9/13)	10/26	(10/25)	11/21	(11/22)	2/22	(2/21)	3/29	(3/28)
Reappointment, non-tenured 3rd year or more (1)	9/14	(9/13)	2/1	(2/3)	2/22	(2/21)	3/15	(3/14)	3/29	(3/28)
Reappointment, non-tenured 2nd year (1)	9/14	(9/13)	10/5	(10/4)	10/19	(10/18)	10/26	(10/25)	11/1	(11/1)
Reappointment, non-tenured 1st year (1)	1/11	(1/11)	1/4	(1/3)	1/18	(1/17)	1/25	(1/24)	1/31	(1/31)
Annual Evaluation, Department Chairperson	9/14	(9/13)	NA	NA	10/26	(10/25)	NA	NA	NA	NA
Sabbatical Leave Request	10/5	(10/4)	11/2	(11/1)	NA	NA	12/14	(12/13)	1/31	(1/31)
D.S.A. (1,4)	9/14	NA	11/2	NA	11/21	NA	3/15	NA	3/29	NA

Departmental Academic Performance Certification	NA	NA	10/15	(10/16)	NA	NA	NA	NA	NA	NA
Review Tenured Faculty (1)	NA	(9/13)	NA	(11/5)	NA	NA	NA	NA	NA	NA

NOTES:

1. DEPARTMENT CHAIRPERSON/DIRECTOR LIBRARY: must notify unit members who are required to be evaluated that they will be evaluated this academic year and inform all unit members of the deadline for submission of materials by unit members to Department Chairperson/Director of Library: 9/5 (9/4).
2. Preliminary Recommendations for promotions, from VP, Academic Affairs, Committee on Promotions: 12/14 (12/13).
3. Promotion Recommendations from Committee on Promotions to VP: 2/22 (2/21).
4. Unit Members who wish to be evaluated for any personnel action in the next year must notify Dept. Chairman/Director by 4/30/85 for evaluation in 1985-86 (by 4/30/86 for evaluation in 1986-87).

AGREEMENT OF AMENDMENT

This Agreement of Amendment made this 23rd day of February, 1984, by and between the Board of Regents of Higher Education and the Massachusetts Teachers Association.

WHEREAS the parties hereto are parties to a collective bargaining agreement that has been made and executed by them on this 21st day of February, 1984, the same being hereinafter referred to as the "Agreement" and

WHEREAS it has come to the attention of the parties that the Agreement contains certain typographical and technical errors that require correction;

NOW, THEREFORE, in order to make and to record such corrections, the parties hereby agree as follows:

1. AMENDMENT TO ARTICLE IV.

Sub-section A(7)(b)(i) of Article IV of the Agreement shall be corrected so that it shall read in its entirety as follows:

> i. Any member of the bargaining unit who, on such first working day of July, has been employed as such for fewer than eight (8) years shall be credited with two (2) days of vacation leave for each month during such year; provided, however, that during such year he shall be credited with only one (1) such day for each of the months of October and February.

2. AMENDMENT TO ARTICLE IV.

The second paragraph of Section H(6) of Article IV of the Agreement shall be corrected so that it shall read in its entirety as follows:

> For the purposes of this Section H, the phrase "partially eligible member of the bargaining unit" shall mean a member of the bargaining unit who, not being an eligible member thereof, shall have served ten (10) or more years as an "employee", as defined in Chapter 32, §1, of the General Laws, or who shall have ten (10) or more years of creditable service as defined in said Chapter, not fewer than ten (10) of which, in either such case, shall have been served as an "employee", as so defined, in a position within one or more of the Massachusetts State Colleges.

3. AMENDMENT TO ARTICLE VI.

There shall be inserted in Article VI of the Agreement a new Section L which shall read in its entirety as follows:

L. Application of Certain Provisions of this Article to Program Chairpersons and to the Chairperson of the Library at Worcester State College.

Any other provision of this Agreement to the contrary notwithstanding, the stipend payable pursuant to Section G(2) of this Article VI shall be payable, in accordance with the provisions of the said Section G(2), to all persons who from time to time hold the position of Program Chairperson at any State College and to any person who from time to time holds the position of Chairperson of the Library at Worcester State College.

4. AMENDMENT TO ARTICLE VIII.

The heading of sub-section D(2)(d) of Article VIII of the Agreement shall be corrected so that, it shall read in its entirety as follows:

> d. Any Other Information or Materials Submitted by the Librarian, the Director, Library, Chairperson of the Library, and/or the Vice President.

5. AMENDMENT TO ARTICLE XI.

STEP 1 of Section C of Article XI of the Agreement shall be corrected by striking therefrom the reference to Section I, and substituting therefor the words "Section J".

6. AMENDMENT TO ARTICLE XII.

Sub-section C(9) of Article XII of the Agreement shall be corrected by striking therefrom the word "fo" and substituting therefor the word "to".

7. AMENDMENT TO ARTICLE XII.

Sub-section 10 of Article XII of the Agreement shall be corrected so that it shall read in its entirety as follows:

> 10. Except for any reduction granted pursuant to the foregoing sub-sections (6) and (7), reductions in workload granted pursuant to this Section C shall not be granted cumulatively.

8. AMENDMENT TO ARTICLE XIII.

Section D of Article XIII of the Agreement shall be corrected so that the proviso thereof shall read in its entirety as follows:

provided, however, that such then-existing annual salary rate shall not be deemed to include such increase, if any, as may have been granted to any member of the bargaining unit pursuant to Sections J and L(2) of this Article XIII.

9. AMENDMENT TO ARTICLE XIII.

Section I of Article XIII shall be corrected in the following two respects:

a) Sub-section 3(a) thereof shall be corrected by striking therefrom the words and numbers "seventy-four one hundredths of one per centum (0.74%)" and substituting therefor the words and numbers "fifty-one one hundredths of one per centum (0.51%)"

b) Sub-section 4(a) thereof shall be corrected by striking therefrom the words and numbers "fifty-one one hundredths of one per centum (0.51%)" and by substituting therefor the words and numbers "seventy-four one hundredths of one per centum (0.74)".

10. AMENDMENT TO ARTICLE XXV.

The third paragraph of Article XXV shall be amended so that it shall read in its entirety as follows:

This Agreement executed as of the 23rd day of February, 1984.

11. AMENDMENT TO APPENDIX M.

The first column of Appendix M shall be corrected so that the dates which correspond to "Reappointment, non-tenured first year" shall read 11/1 (11/1), such that the submission by the unit member to the Department Chairperson, must be made no later than November 1 of each applicable year.

WHEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, by their duly authorized agents, hereunder set their signs and seals on the date first above written.

BOARD OF REGENTS OF HIGHER EDUCATION	MASSACHUSETTS TEACHERS ASSOCIATION/NEA
By__________________________	By__________________________